# The Solicitors' Journal.

LONDON, DECEMBER 17, 1881.

## CURRENT TOPICS.

The LORD CHANCELLOR has appointed Mr. B. T. WILLIAMS, Q.C., of the South Wales Circuit, to be the Judge of the Glamorganshire County Court (Circuit No. 30), in the place of Mr. FALCONER, resigned.

IT IS STATED that one of the matters to be submitted for the consideration of the Council of Judges held on Thursday last was the question whether the Long Vacation should be shortened to any and what extent.

NOTHING HAS YET BEEN HEARD of the missing cause-book of the Chancery Division, and it is to be feared that it has followed the fate of certain papers which were surreptitiously removed from the Chancery Registrar's office about twenty years ago and were subsequently found in the New River.

A SMALL MATTER in which some reform is needed is the amendment of writs. At present an order is required to be drawn up, and the drawing up of the order takes a period varying in the Chancery Division from two days to a week. In all simple cases this delay might be obviated by substituting for the order the written *fiat* of the judge or of the registrar. One of the principal objects of drawing up the order seems to be to collect the stamp, and this might as easily be done by affixing it to the form of *fiat*, which might be filed by the masters at the Central Office as their authority for the amendment.

IT APPEARS that we are threatened with a renewal of the excitement which arose across the border after the coming into operation of the Judicature Acts with reference to the citing of Scotchmen to appear before the English courts. It is stated that at a meeting of the Committee of the Convention of Royal and Parliamentary Burghs, held on Monday, a deputation was appointed to wait upon the representatives of the Government in Scotland "with a view to a stop being put to the alleged usurpation of power by the English courts, which, it was maintained, was contrary to the Treaty of Union, and entailed unnecessary expense upon Scotchmen in defending themselves in England." There have already been several deputations on this subject; and it was in consequence of the representations made by these deputations that rule 5 of the Rules of Court of June, 1876 (now rule 1a of order 11) was framed by the Committee of Judges. That rule provides that the judge, in exercising his discretion as to granting leave to serve a writ or notice on a defendant out of the jurisdiction, shall have regard to the amount or value of the property in dispute or sought to be recovered, and to the existence in the place of residence of the defendant, if resident in Scotland or Ireland, of a local court of limited jurisdiction, having jurisdiction in the matter in question, and to the comparative cost and convenience of proceeding in England or in the place of such defendant's residence. We believe that this was accepted at the time as a sufficient remedy for the grievance complained of; and in pursuance of this rule the courts have made many orders refusing leave to serve writs in Scotland (see, as reported cases on the subject: *Ex parte McPhail*, 27 W. R. 525, and *Creswell* v. *Parker*, *Ib.*, 897). We think it may fairly be asked what more can be done without inflicting great hardship on the English plaintiff?

IN THE COURSE of the lively discussion aroused by the Railway Investment Company's prospectus, the point has been suggested whether, on a winding up of the company, the preference and deferred shareholders would not be entitled to share equally in the surplus assets of the company. The answer to the question depends on the provisions of the articles of association of the company, or, possibly, of the "deed of trust and agreement" executed by the company. Unless express provision is made for the holders of preference shares having a preference in the distribution of assets, in case of a winding up the surplus assets will be divided between both classes of shareholders *pro ratâ*, without reference to their rights in respect of dividend. This was laid down by *In re London Rubber Company* (L. R. 5 Eq. 519), in which Vice-Chancellor MALINS said, "I wish it to be considered that I decide the case upon this principle: that where there is a provision for preferential dividend, but no provision for the division of capital, upon the breaking up of the concern, any surplus must be distributed among the shareholders according to their capital, without reference to their rights in respect of dividend." And in *Griffith* v. *Paget* (L. R. 6 Ch. D. 511) the present Master of the Rolls said that "if there were no provision to be found anywhere, you would distribute the assets [of a company being wound up] in proportion to the capital, and the mere arrangement for the division of the profits *inter se* during the continuance of the partnership would have no direct bearing on the division of the capital . . . . after the dissolution of the company." Provisions giving a preference in the distribution of the surplus assets of a company in case of winding up are not very usual in articles of association, and intending shareholders in the Railway Investment Company will do well to look at the articles and the deed in order to ascertain whether any such provision is made.

IN THE CURRENT NUMBER of the *Law Reports* there will be found a full report of an important case (*In re Barber's Settled Estates*), before FRY, J., turning upon the law applicable to estates *pur autre vie*. Some words which fell from the learned judge in the prefatory part of his judgment might, in the absence of explanation, be liable to misapprehension. He said: "When an estate *pur autre vie* is given to a man, or to him and his heirs, the most he can take is an estate for his own life, and anyone who comes in after him takes, not through him, but as occupant of the estate. Originally anyone who pleased was allowed to scramble for the occupancy after the death of the first taker; but this was found to be so inconvenient, that he was allowed to appoint by will a special occupant." In these remarks there is perhaps some defect of clear distinction between the cases of an estate *pur autre vie* (1) limited to a man simply, and (2) limited to him and his heirs. In the latter case, the heir was special occupant, and the law allowed no possibility, even in theory, of "scrambling." In an article upon this subject (vol. 25, p. 872) we expressed the opinion that the belief in "scrambling" for the general occupancy of the lands, even when there was no special occupant, and the law permitted general occupancy, is a fond invention of the ancient writers of text-books. Lands do not, by being held *pur autre vie*, acquire any peculiar physical characteristics making it easier by scrambling to get peaceable possession of them, than of lands held in fee simple, or for any other estate; and common sense seems to teach that title by general occupancy could, therefore, take effect only in cases where the lands were in the peaceable possession of somebody at the time of the death of the tenant *pur autre vie*; *e.g.*: of his tenant at will. We certainly think that the historical origin of the enactment which first made estates *pur autre vie* devisable, is not to be found in the imaginary inconvenience of a scrambling which had

no existence in practice, but simply in the anomaly of their not being devisable. And we think it probable that much more importance was justly attached to the part of the same enactment which made such estates assets for the payment of the debts of the deceased tenant.

---

THE PUBLIC WILL OBSERVE with satisfaction that the Lord Chamberlain has issued a circular to the managers of the various metropolitan theatres, calling attention to the recent catastrophe at Vienna, and inquiring what precautions each manager has taken against fire in his own theatre. But it is well to point out that the authority of the Lord Chamberlain, acting solely, to enforce any particular precaution is by no means clear. The Theatres Act (6 & 7 Vict. c. 38) gives this high official power (section 8) to suspend a licence in case of riot, or to close the theatre on such public occasion as to him shall seem fit, but the Act is silent as to the important point of structural alterations and adaptations; the word "fire" does not occur in it; and section 7, by which each manager "shall become bound in such penal sum as the Lord Chamberlain shall require, being in no case more than £500, for the due observance of the rules which shall be in force at any time for the regulation of the theatre, could hardly apply. A recent statute, the Metropolis Management and Buildings Act, 1878 (41 & 42 Vict. c. 32), contains, however, provisions of a more definite character, which give joint powers to the Lord Chamberlain and the Metropolitan Board of Works. This Act divides theatres and other places of public resort in the metropolis into three classes, according as (1) they existed before the passing of the Act, or (2) were licensed after it, or (3) were built after it. With respect to the first, and of course the largest class, by section 11, the Metropolitan Board of Works, whenever it appears to them that any theatre, &c., "is so defective in its structure that special danger from fire may result to the public frequenting the same," the Board may, with the consent of the Lord Chamberlain in the case of theatres under his jurisdiction, and of her Majesty's principal Secretary of State in all other cases, if in the opinion of the Board such structural defects can be remedied at a moderate expense," require the proprietor to remedy the defects, and fine him five pounds a day for non-compliance with the requisition. The proprietor may appeal against the requisition, whereupon an arbitrator appointed by the Government Board of Works is to settle the matter. As to the second class of houses—those licensed after 1878—the Board may, by section 12, make "such regulations as they think expedient with respect to the requirements for their protection from fire," and may "prescribe the requirements as to position and structure of such houses . . . which may, in the opinion of the Board, be necessary for the protection of all persons who may frequent the same against dangers from fires which may arise therein or in the neighbourhood thereof." With respect to the third class of houses—those built after 1878—section 13 enacts that "provisional licences" may be granted, to be confirmed "on the production of a certificate by the Board that the construction of the premises has been completed in accordance with the regulations and conditions made by the Board as hereinbefore provided."

---

THE FOLLOWING is a complete list of the members of the committee of the Incorporated Law Society appointed to consider the report of the Legal Procedure Committee:—

LONDON MEMBERS.—G. A. Crowder (Crowder, Austie, & Vizard), *chairman*; E. K. Blyth (Wilkins, Blyth, & Co.); W. Bosanquet (Mullens & Bosanquet); E. Bromley; E. H. Busk (Bolton, Robbins, & Busk); V. J. Chamberlain; C. H. Compton (Withall & Compton); F. Crisp (Ashurst and Co.); W. J. Crossfield (Ellis & Crossfield); W. Crossman (Shum, Crossman, & Co.); T. H. Devonshire; J. H. Dodgson (Bompas, Bischoff, & Dodgson); John Ellerton; Charles Ford; W. J. Fraser; G. S. Gibb; W. Godden (Tilleard, Godden, & Holmes); W. H. Gray (Bell, Brodrick, & Gray); T. P. Griffiths (Chester & Co.); H. E. Gribble (Torr & Co.), *hon. sec.*; W. Gribble (Surr, Gribble, & Co.); W. Hall (Young, Jones, & Co.); J. Hunter (Hunters, Gwatkin, & Co.); W. J. Hutton (Hanbury, Hutton, & Co.); J. A. Iliffe (Iliffe, Russell, & Co.); Grinham Keen (Keen & Rogers); E. Kimber; J. S. Kingdon (Coode & Co.); J. N. Mason; F. K. Munton (Munton & Morris); M. D. Oxtaldeston (Field & Co.); F. R. Parker (Sharpe, Parkers, & Co.); R. Pennington (Cookson, Wainwright, & Co.); T. S. Preston (Robinson, Preston, & Co.); J. W. Proudfoot; A. Turner (Sole, Turner, & Knight); W. Melmoth Walters (Walters, Deverell, & Co.); Spencer Whitehead; S. C. Wilde (Markby, Wilde, & Co.); W. Winter (Winter & Co.).

COUNTRY MEMBERS.—Birmingham—M. A. Fitter, W. Morgan, C. F. Saunders; Bristol—Alfred Cox; Cirencester—R. Ellett (Mullings, Ellett, & Co.); Debenham—O. W. Roberts; Hull—Francis Lowe (Lowe, Moss, & Moss), J. T. Woodhouse; Leicester—Thomas Ingram (Ingram & Moore); Liverpool—H. L. Gregory; Malmesbury—W. S. Jones; Stockton—F. Dodds; Woolwich—R. Pidcock.

---

## TOWN AGENT AND COUNTRY CLIENT.

THERE has been a good deal of doubt as to the circumstances in which the court will exercise its summary jurisdiction over town agents upon the application of country clients to compel the payment over of money belonging to the latter. Of course, as Lord Denman said, "there is no privity between the agent in town and the client in the country: the former cannot maintain an action against the latter for his fees, nor the latter against the former for negligence. Something is necessary, beyond the mere relation of the parties to each other, to make the agent in town liable to the client" (*Cobb* v. *Becke*, 6 Q. B. 935). It was long supposed that this rule not only prevented an action from being brought by the country client against the London agent, but also debarred the court from complying with a summary application by the country client against the town agent: see *Ex parte Jones* (2 Dow. P. C. 161) and *Gray* v. *Kirkby* (*Ib.* 601); at all events in the absence of fraud. Thus in *Robbins* v. *Heath* (11 Q. B. 257), Patteson, J., said that "if this were simply the case of money received by a London agent in the ordinary course of business, and not under any special circumstances creating a liability, I should think that there was no distinction between an action for money had and received and a summary application"

The principle laid down by Lord Tenterden in *Ex parte Bayley* (9 B. & C. 691), that the summary jurisdiction exercised by the court over solicitors is to be exercised according to law and conscience, and not by any technical rules, was, however, at variance with this doctrine; and an inclination to make summary orders against the town agent on the application of the country client, in cases where the former had retained the client's money to satisfy a debt due to him by the country solicitor, soon began to be manifested. The courts appear at first to have sought about for a ground in the law as to agency. Thus, in *Hanley* v. *Cassan* (11 Jur. 1088), the London agent, at the request of the country solicitor, set off the money recovered in an agency action against advances in an account between them. Alderson, B., said that the law was clear that where an agent who receives money for a party pays it to another agent of that party, he is bound to pay it in such a way as shall enable the agent to perform his duty to the principal—*i.e.*, he must pay it in cash, and not merely settle it in an account between the agent and himself; if he does so settle it he takes upon himself to show an authority from the principal, and that there was an account between the principal and that agent by which the principal was indebted to that agent. In that case the court granted a rule absolute against the town agent to pay to the country client the money recovered in the action. And in the subsequent case of *Robbins* v. *Fennell* (11 Q. B. 248), where the court seemed to return to the former view, Lord Denman admitted that "we can easily conceive the town agent making himself liable to the client for particular sums, and that the court may be desirous of inferring such liability from circumstances for the purpose of exercising its summary jurisdiction over its officers to enforce justice, according to the equity of the particular case."

The recent case of *Ex parte Edwards, In re Johnson* appears to have finally disposed of the technical objection to the summary application. The application was by a country client for a summary order against a town agent to pay over a sum of money recovered in an action, and which he had received from the sheriff without any special authority, either from the client or the country solicitor, but simply as London agent of the latter. He claimed to retain the sum received in part payment of other costs due to him from the country solicitor. The court ordered the matter to be referred to the master for report as to the general practice between country solicitors and their London agents, and the master reported as follows:—"I find the general practice between country solicitors and their town

agents to be that, where the writ of execution is issued by the town agent, the town agent receives the proceeds of such execution on behalf of the country solicitor; that the town agent is not entitled to retain any debt or any part of a debt so recovered; that the London agent is entitled to the same lien as, and no greater lien than, the country solicitor; and, therefore, if the country solicitor could not retain the debt recovered as aforesaid against his client, so neither can the London agent retain it." In opposition to the application, the technical rule referred to above was strongly urged. It was contended that there was no privity of contract between the London agent and the country client, and no duty on his part to pay over the debt to her, consequently that the court had no jurisdiction in the matter. But the court rejected this view and made the rule absolute. They said that "the most disastrous consequences might result to suitors if the London agents of their solicitors might stop all moneys which come to their hands, and appropriate them to the payment of debts due to themselves from the country solicitor, without being liable either to an action or to the summary jurisdiction of the court. Take the case of a country solicitor being discovered to be in a state of hopeless insolvency, and a debt of large amount due to a client having been received by the London agent. Can it be doubted but that an injunction would be granted, at the instance of the client, to restrain the London agent from paying over the money to the country solicitor, and commanding him either to pay it into court or pay it over to the client? We think such an injunction would be granted as a matter of course; and, if so, we do not see why an order should not be made directing the London agent to pay over the money in a case like the present" (see 30 W. R. 14).

We report in another column the decision on appeal from this judgment. It will be seen that, in affirming the judgment, all the members of the Court of Appeal repudiate the notion that fraud is necessary to justify the exercise of the summary jurisdiction on the application of a country client.

We believe that the claim raised in the recent case is opposed to the general practice of town agents, and met with little sympathy from them. It is tolerably obvious that the client's money ought not to be retained to pay the country solicitor's debt. But we could have wished that the Court of Appeal had rather more distinctly pointed out that whatever the country solicitor can retain, the London agent is also entitled to retain, and, if necessary, apply in payment of sums due to him from the country solicitor.

## THE PROCEDURE COMMITTEE'S REPORT.

### VII.

We propose to conclude this week our comments on the report of the committee by noticing a few miscellaneous points, reserving for another occasion a few observations on pleading.

As to the question of the master's list (resolution 2)—the question, that is, whether each cause should be assigned to a master before whom all applications up to trial should be heard—its importance does not depend on the summons for directions, but on the advantage which arises from an acquaintance with the facts of the cause being carried on from one stage to another, instead of needing to be freshly learned by a new master. In many of the common applications, indeed in the whole course of many ordinary causes, the advantage would be very slight, or none at all; there is no such complexity or peculiarity of facts as is of importance; but there are others where it would be of undoubted use; and if there is no practical difficulty in such a distribution of business (and with great deference to the masters we can see none), we do not see why a plan should not be adopted which would profit some and would hurt no one.

The question whether the appeal should lie from a master to a judge sitting in chambers or in open court is, as the committee point out, one on which opinion has been much divided. Their conclusion is that "the advantages of transacting this interlocutory business in chambers predominate." We believe this conclusion must be assented to as regards the general run of business. But if, as must also be conceded, the transaction of business at chambers always implies something of that rough and ready dealing which the crowd and pressure of matters naturally produces, and almost requires, it is much to be desired that the opportunity should exist of adjourning into court any matter requiring greater deliberation; and this will be all the more necessary if, as the committee propose, no appeal from the judge on interlocutory matters is to be allowed, except by leave of the judge or of the court hearing appeals from such decisions. So far as cases of difficulty or importance are to be withdrawn from appeal, the suitor will be the more entitled to claim a hearing which, since it is to be final, should also be deliberate; and so far as the Court of Appeal is to be called on to review the decisions of the judge, it is desirable, out of respect both to the judge and to the appeal court, that the determination which is to be reviewed should be the result of his mature and considered opinion. With this qualification, and always understanding for "the Court in Banc" "the Court of Appeal," the substance of the 8th, 9th, and 10th resolutions would probably meet with very general acceptance.

If it is objected that the adjournment here proposed would occupy too much of the judge's time, it may be observed that the proposed transference to the Bankruptcy Court of the whole jurisdiction in debtors' summonses (resolution 11) would put much more time at his disposal for the remaining business.

The abolition of rules *nisi*, and the substitution of the practice of moving everything on notice, is also a matter which has been much discussed, and on which opinions are still divided. The committee decide in favour of the change (resolutions 14, 15), and we venture to think that the arguments of convenience preponderate strongly in favour of this view.

Two proposals are made on the subject of references, one of which, though said by the committee to "seem necessary," is not supported by any statement of reasons, and the reason for which is not obvious. It is proposed (resolution 17) that the official referees ("on the assumption that the procedure by way of official referees is to be continued," a mode of expression which suggests some doubt of its utility) shall have power to sit in open court. Why? Other arbitrators, who perform similar functions, do not sit in open court; nor is it proposed that masters holding references, whether compulsory or voluntary, should do so. Why, then, should official referees? The informality of the procedure on a reference is what constitutes its advantage, and is supposed to compensate for some unquestionable disadvantages; it seems a strange proposal to take away from these references the chief reason for their existence. The other proposal (resolution 24) is to give an appeal on questions of law from the decision of an arbitrator on a compulsory reference. There can be no objection to this, which is, of course, intended to include references to masters; in other cases it will not add much to the powers already existing. Here, as elsewhere, for "Court in Banc" must be always understood "Court of Appeal," otherwise the limit of £500 would be far too large.

The question of costs we have already referred to. But there is one point which has, it would seem, very strangely escaped the notice of the committee. The rule by which a lower scale is to be applied wherever there is merely a money demand or a claim for damages, a higher one where the procuring of an injunction "is the principal relief sought," is in both directions so essentially absurd that it is matter for surprise that it should have maintained its place. In an action to recover a sum of money or damages reckoned by thousands of pounds, involving difficult and important questions of law and fact, heavy responsibilities in care and trouble on all concerned, and much labour and anxiety, costs are to be taxed on a lower scale, but on an injunction to restrain interference with an ashpit, or the darkening of a scullery window, costs on a higher scale are to be allowed. If a purchaser claims to recover his deposit on the ground that the vendor cannot make title, or that from any other cause, defective quantity or the like, he is not bound to complete, the lower scale is to be followed; but if the vendor insists upon his rights, and takes the first step by bringing an action for specific performance, though the value at stake is really the same, and though the questions to be tried are identical, the costs are on the higher scale. This is ridiculous. It is a question whether in every case the judge ought not to be required to say what scale should be applied. To guide his judgment certain *primâ facie* rules might be laid down, but not so as to absolve the judge from actually making a decision in every

case; nor would the burden of the determination be rejected by anyone who rightly understood how much of the justice of the case between the parties turns on the question of costs. But, in any case, the absurdity of the present rule ought to bring about a reconsideration of the question, and the formation of a new and more reasonable system.

A few more words on this subject, and, in particular, as to the proposed new scale of costs. This is not an historical but a practical question; still, as the committee have referred in support of their proposal to the fact that "before the establishment of the county courts, cases in which the amount sought to be recovered was less than £20 were dealt with in an exceptional manner as respects costs and otherwise," it is as well to see how this matter really stands. By 3 & 4 Will 4, c. 62, s. 17, actions for *liquidated* demands under £20, but not for unliquidated demands, though arising out of a contract, might be sent for trial before the sheriff, except when they involved difficult questions of law or fact; and by direction to the taxing masters (the history of which need not be written in detail) costs in actions which might have been so sent for trial were to be taxed on a reduced scale. This direction was repeated in 1853; and the practice of sending such cases for trial to the sheriff continued until the section under which this was done was repealed by the County Court Act, 30 & 31 Vict. c. 142, s. 6. But before 1853, the practical effect of this direction had been almost taken away by the establishment of county courts, and by the more stringent statutory rule which, in a much wider class of actions, deprived the plaintiff of *all costs* when he sued in the superior courts. This, in brief, is the true history of this matter; and how little it resembles the proposal of the committee will appear at once on reading the terms of the 20th resolution.

However, the use of a false analogy will not show the proposal to be wrong. If, after the abuse of interrogatories has been restrained, it is found necessary still to reduce the costs; and if a reduction of the scale of costs for actions below a certain value may be so effected as still to leave the conduct of business in the hands of respectable practitioners with the prospect of a reasonable remuneration, it ought not to be objected to. But there should certainly be, as the committee propose, an effectual extension to both the Queen's Bench and the Chancery Divisions of the same scale or scales, if both Divisions are still to subsist, and for so long as they do so; and, as a means to this end, and as a thing itself required on grounds of common sense, the absurd test now applied should be replaced by a more reasonable rule.

We believe that we have now dealt with all the main points of the report; and it is with regret that we find it less well considered, less carefully reasoned, less accurately expressed, and less practically conceived than might have been reasonably expected from the body on the occasion. To augment the dignity of the judges of the High Court and their officers, to fetter the Court of Appeal, and not merely to control but to absorb the functions and depress the position of those who practise before them, seem to have been too much, if not the leading ideas which have governed the deliberations of the committee, at least the end to which they have too exclusively tended; whilst, upon the other hand, suitors are to be protected, not only against one another but against themselves, by a system of paternal care, directed by that preternatural sagacity, undeviating justice, and disinterested and energetic benevolence, which are always supposed to characterize a despotism, but which have hitherto not been cordially accepted among this self-willed and troublesome race. Yet there are suggestions contained in the report on points of detail that we trust may be of value, if pains are taken to work them out with care and caution, and in such a way as that they may fall in with that system which, having been so lately established by the Judicature Acts and Orders, needs now to be consolidated and improved, but not to be upset and replaced by a new constitution.

---

The *St. James's Gazette* understands that Sir Montague Smith has resigned the office of a paid judge of the Judicial Committee of the Privy Council, which he has filled with great ability since 1871, but that he hopes to give occasional attendance upon the sittings of the Judicial Committee, of which he is still a member.

## BANKRUPTCY LAW REFORM.

[COMMUNICATED.]

### III.

Before proceeding with the remaining clauses of the Government Bill of last session, we desire to supplement our remarks of last week upon the omission of the filing of a declaration of inability to pay as an act of bankruptcy, by calling attention to the form of a debtor's petition as provided by clause 9, sub-clause 1. That sub-clause provides that "a debtor's petition shall allege that the debtor is unable to pay his debts," &c. Now, there is a similar statement in the form of petition for liquidation or composition under the present Act, and it was in consequence thereof that the filing of a petition for liquidation or composition was held to constitute an act of bankruptcy, it being a declaration of inability to pay. In the case of *Ex parte Fenning, Re Wilson* (25 W. R. 185, L. R. 3 Ch. D. 455), this was carried still further, and it was held that, the first meeting having been adjourned until a date more than six months after the filing of the petition, a trustee could not then be appointed, such appointment being equivalent to the presentation of a bankruptcy petition, and the act of bankruptcy on which it was founded—viz., the filing of the declaration of inability to pay contained in the liquidation petition—having been committed more than six months before. If that fact be abolished as an act of bankruptcy, then we shall have, in adjudications made on debtors' own petitions, bankruptcies without any act of bankruptcy committed to support them! It would be somewhat curious to speculate upon the many nice questions this might give rise to upon which counsel might be called upon to exercise their ingenuity, and judges to decide. We will now proceed with the other clauses of the Bill.

Clauses 11 to 15 are mostly new, and relate to proceedings after adjudication, and we will deal with the various clauses in rotation.

"Clause 11.—(1.) On an order being made by a court adjudging a person bankrupt (in this and the principal Act referred to as an order of adjudication), the property of the bankrupt shall vest in the official receiver of the court, to be appointed as hereinafter mentioned, and shall become divisible among the creditors of the bankrupt in proportion to the debts proved by them in the bankruptcy.

"(2.) Where more than one official receiver is attached to the court, such one of them as is for the time being apppointed by the court for any particular estate shall be the official receiver for the purposes of that estate."

This clause introduces the official receiver of the court. As to whether the attaching of such an official to each court will be an improvement upon the present law or not, we shall not discuss at any length. It appears to be a cardinal point in the Bill, and only experience of its working will decide its utility. So far as this section is concerned, however, it appears only to substitute the official receiver for the registrar of the court, and in practice this alteration will not make any difference, and the change will be one in name only.

"Clause 12.—Any creditor or creditors may at the time of adjudication, or at any time thereafter, and before the appointment of a trustee in the bankruptcy, apply to the court for the appointment of a special receiver or manager, and thereupon the court may, if in the opinion of the court the interests of the creditors require it, appoint a special receiver and manager of the bankrupt's estate, or continue any special receiver and manager previously appointed.

This clause, it is to be feared, will give rise to great uncertainty, and will decidedly be very differently acted upon in different courts. In some courts we shall find a repugnance on the part of the officials (especially if the registrar should be also the official receiver, and he should be paid by salary instead of by fees) to retain or assume any responsibility that can be avoided, whilst others will make an invariable practice not to supersede the official receiver. The fact of such a diversity of practice being possible will in itself be a great evil. Then if *any* creditor is to be at liberty to apply for the appointment of a special receiver, we shall find cases of this being done by friendly creditors solely in the interests of the debtor. We think one uniform practice would be preferable to this, and this could be done as it was under the Act of 1861, when the official assignee through the messenger of the court took possession of all bankrupts' estates up to the first meeting, if it were not that by the Bill bankruptcy proceedings are the only ones to be recognized in the first instance. In the case of a failure, where the great majority of the creditors are favourable to a composition arrangement being carried speedily, these complicated proceedings and the intervention of an official receiver would very much injure, and in many cases destroy, the possibility of carrying through such an arrangement. If therefore the principle of the Bill, that all arrangements with creditors to be binding on any non-assenting minority shall be carried only through an adjudication in bankruptcy, is to be insisted upon, then some modification which will allow a receiver other than the official receiver of the court to be appointed must of necessity be introduced, so that in this view this clause or some other provision of a similar nature is absolutely necessary. In any event, however, the right of creditors to apply for the appointment of a special receiver ought to be fenced round with greater safeguards than are provided by this section, so as to prevent the right being abused in the interests of debtors or by some sharp practitioner acting

for an isolated creditor. For instance, a certain proportion in number and value of the creditors should be required to make the application, and the nominee of a majority in value of the creditors ought to be appointed unless objected to by the Board of Trade, as in the case of a trustee, *and upon his giving satisfactory security*. This latter point does not appear to have been provided for at all in the case of receivers.

"Clause 13.—(1.) A receiver or manager under this Act shall have the same powers as if he were a receiver or manager appointed by the High Court of Justice, but shall account to the Board of Trade instead of to the court.

"(2.) A receiver or manager shall not, unless the board or court otherwise order, incur any expense beyond such as is requisite for the protection of the debtor's property.

"(3.) A receiver or manager may apply to the court for advice and direction.

"(4.) A receiver or manager shall, as far as is practicable, consult the wishes of the creditors with respect to the administration of the debtor's property, and for that purpose may, if he thinks it advisable, summon meetings of the persons claiming to be creditors."

The Board of Trade is introduced by this clause as the governing body for the management of bankrupts' estates. This seems to be another cardinal principle of the Bill, and will no doubt be well discussed in Committee (if it should re-appear in the future Bill of the Government) by members of Parliament who are better able than we are to express an opinion as to whether the provision will work well or not, and we do not propose in these remarks to discuss that question at any length. It is quite clear that some governing body should be appointed to see that estates are properly administered, and the point is whether the Board of Trade, with its already large functions, can better perform that duty than the court or some other independent body. No doubt there will be two widely differing opinions as to this, but there cannot be any doubt that with the present President of the Board of Trade, with his great experience in commercial matters and in organization generally, at the head of that department of the State, every effort would be used to make the experiment a successful one. Whether it will be so really depends upon the ability of the officials intrusted with the carrying out of the scheme.

"Clause 14.—(1.) The bankrupt shall give to the official receiver of his estate such information with respect to the estate as he may be required to give under section 19 of the principal Act, and in particular shall within *three days* after the adjudication, or within such extended time as the court may for special reasons allow, make out and submit to the official receiver a statement verified by affidavit, and showing, as far as practicable, the particulars of the bankrupt's assets, debts, and liabilities, the names, residences, and occupations of his creditors, and the securities held by them respectively; but where any such statement is prepared by a person nominated by the bankrupt, the costs of the preparation shall not be allowed out of the bankrupt's estate, except with the approval of an ordinary resolution of creditors.

"(2.) Any person stating himself in writing to be a creditor of the bankrupt may, personally or by agent, inspect this statement at all reasonable times, and take any copy thereof or extract therefrom."

Sub-clause 1.—We consider it a wise proposal to compel a bankrupt to give all information as to his estate and liabilities at the earliest practicable moment. But as to the cost of preparing the statement, we think this might well be left to the discretion of the court and not to the caprice of the creditors. The court would be a more independent tribunal to determine such a question, and in matters of this kind the power should not be placed in the hands of the creditors, who are too apt to be influenced by personal feeling.

Sub-clause 2.—As a greater check upon the evil of "touting" we would suggest that before a creditor or his agent is allowed to obtain an inspection of, or extract from, a bankrupt's statement, he should be required either to prove his debt or make an affidavit that he is a creditor. This is required, under the present law, by many courts throughout the country, and would, we think, be a more effectual check than the mere requirement that he should state such a fact in writing. In any event some penalty ought to attach to a person untruthfully representing himself to be a creditor for the purpose of getting a copy of the statement—say that he should be guilty of a contempt of court, and punishable accordingly on the application of the trustee, receiver, or any creditor.

"Clause 15.—(1.) The official receiver shall summon the first meeting of creditors for a day not later than *seven days* after the adjudication, unless the court, for any special reason, deem it expedient that the meeting be summoned for a later day.

"(2.) He may, subject to the directions of the court, adjourn the first meeting from time to time and from place to place.

"(3.) The bankrupt shall, unless prevented by sickness or other cause satisfactory to the meeting, attend the first and other meetings of his creditors and any adjourned meeting, and shall produce to his creditors at each of such meetings a statement of his affairs in the prescribed form, and shall submit to such examination and give such information as the meetings respectively require, and if he fails to do so he shall be deemed guilty of a contempt of court."

Sub-clause 1.—The mode of summoning the first meeting should, we think, be prescribed. And the place where it is to be held should also be prescribed. The general feeling amongst commercial people is, we believe, that it should be held in the place where the bulk of the trade creditors reside, and this would probably give the greatest amount of satisfaction, as it would enable the greater number of creditors to attend personally instead of appointing proxies.

Sub-clause 2.—The creditors ought also, in our opinion, to have the power they have at present to adjourn the first meeting.

Sub-clause 3.—Surely if the bankrupt furnishes to the receiver, under clause 14, sub-clause 1, a statement of his affairs, the receiver might be required to file it with the proceedings, so that it could be produced to every meeting without requiring the bankrupt to furnish a fresh copy at each meeting, which appears a needless expense. Provision, however, might be made for his amending same if he should discover any mistake or error in the original statement, or if he should be required to do so by the court, and also for his furnishing further accounts as to his dealings with his estate and accounting for his deficiency, if any, if so required.

# REVIEWS.

## BILLS OF SALE.

THE LAW OF BILLS OF SALE, WITH AN APPENDIX OF PRECEDENTS AND STATUTES. THIRD EDITION. By GEORGE EDWARD LYON and JOSEPH HAWORTH REDMAN, Barristers-at-Law. Reeves & Turner.

This useful little treatise upon a subject of great and still increasing importance, has the merit of being clear, intelligent, and fairly concise. Whether the style could be improved by further condensation is a question upon which opinions might perhaps differ. Some of the especial difficulties of English law spring from the co-existence of several enactments bearing more or less closely upon the same matter. Where amending statutes are piled one upon another, the result is merely a cumbrousness which might be removed by judicious codification. But in some cases the existing body of the law cannot so easily be reduced to a common measure; where confusion has been introduced by applying several partial and partly over-lapping remedies to several mischiefs, having a community of character without being identical. A remarkable example of this complexity is found in the grounds upon which bills of sale may be set aside in favour of creditors. It not unfrequently happens that two (or more) of these causes coincide; whence has arisen so much confusion between them, that the degree of clearness with which they are discriminated is a good test of the subject's successful treatment. If we think that in this respect Messrs. Lyon and Redman's work is capable of improvement, we find in it more to praise than to blame. We may remark that the case of *Ex parte Harrison* (p. 107) came before the Court of Appeal in April last year (as *Ex parte Butters*, L. R. 14 Ch. D. 265), and that the judgment of Vice-Chancellor Bacon was reversed. There may be some doubt whether the objection to the jurisdiction upon which the Vice-Chancellor had relied, was expressly overruled; but there can be no doubt that, for all practical purposes, its authority has been destroyed. Upon the whole, we are able to commend the present work to the favourable attention of our readers. We think that the questions, what constitutes a bill of sale, and what persons are "traders" within the meaning of the Bankruptcy Act, and the subject of "reputed ownership" as bearing upon bills of sale, are treated with considerable care and intelligence.

## PRINCIPLES OF CONTRACT.

PRINCIPLES OF CONTRACT: BEING A TREATISE ON THE GENERAL PRINCIPLES CONCERNING THE VALIDITY OF AGREEMENTS IN THE LAW OF ENGLAND. THIRD EDITION. By FREDERICK POLLOCK, Barrister-at-Law. Stevens & Sons.

This edition has been largely remodelled by the author, among the most important of the alterations being the adoption and development of the views expressed by Mr. Justice Stephen in the case of *Alderson* v. *Maddison* (29 W. R. 105) with reference to the notion of a representation which, although neither a contract nor part of a contract, may have the effect of binding the person who makes it as much as if it were a contract. It will be remembered that the Court of Appeal reversed Mr. Justice Stephen's decision on another ground (29 W. R. 556), and did not discuss this question. Mr. Pollock gives in an appendix a full review of the cases, of which *Traill* v. *Baring* (4 De G. J. & S. 318) is the most difficult to deal with; and he comes to the conclusion that, "notwithstanding the difficulties presented by the form in which many statements of more or less authority have been made, the view propounded by Mr. Justice Stephen is the correct one." Our own opinion, which we expressed on the decision of *Alderson* v. *Maddison*, is strongly in favour of that view, but we doubt whether the difficulties raised by the cases will be got rid of quite so easily as Mr. Pollock thinks, and we are disposed to question the advisability, under existing circumstances, of taking so strong a line in a work which professes to state the principles of the law as it is, and not as it ought to be. For the rest, we have nothing but praise for this edition. The material recent cases have been added, and the whole work has been carefully revised.

### STONE'S JUSTICES' MANUAL.

THE JUSTICES' MANUAL; OR, GUIDE TO THE ORDINARY DUTIES OF A JUSTICE OF THE PEACE. By the late SAMUEL STONE, Esq. TWENTY-FIRST EDITION. Edited by GEORGE B. KENNETT, Esq., Solicitor and Clerk to the Justices of Norwich. Shaw & Sons.

Mr. Kennett is very severe in his preface on the "novel system of hurried legislation" which he says was "commenced in the last session of Parliament." It is probably true that there have been few sessions in which so many ill-drafted measures were passed as the last. But although the system may, perhaps, have culminated, we do not think it had its commencement in the last session, as witness the Acts relating to wild birds. We are approaching a time in which the parliamentary draftsman will look upon an amending Act as a usual and proper supplement to his efforts. As the last edition of this book was published last year only, the changes in the law to be incorporated in the present edition are not extensive. We can testify, however, to the care with which they have been incorporated. Thus *Reg.* v. *Lovell* (50 L. J. M. C. 91), as to demanding with threats an exorbitant sum for services, is not only stated at p. 471, under the head of "Larceny Defined," but is also referred to, at p. 475, under the heading of "Larceny by Trick or Fraud." In fact, the only criticism we have to offer as regards the recent cases is to express a doubt whether the statement at p. 561 of *Reg.* v. *Salmon* (29 W. R. 246) is sufficiently full. It would be convenient if, in the index of cases, some means were adopted of distinguishing different cases having the same name. There might be added a short statement, between brackets, of the matters to which each of such cases relates.

### BILLS OF EXCHANGE.

A DIGEST OF THE LAW OF BILLS OF EXCHANGE, PROMISSORY NOTES, AND CHEQUES. By M. D. CHALMERS, Barrister-at-Law. SECOND EDITION. Stevens & Sons.

The new edition of this admirable book is rendered more complete by the addition (perhaps owing to a suggestion made by us in reviewing the former edition) of a chapter on securities for bills of exchange, dealing, among other matters, with the rule in *Ex parte Waring*. The recent cases have been carefully added, and the provisions of the Crossed Cheques Act, 1876, have been added as articles to the Digest.

## CORRESPONDENCE.

### TAXATION OF COSTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In July last I entered a cause for trial in an action for damages against a railway company for personal injuries to a client, and during the Long Vacation I got up the evidence for the plaintiffs, prepared the briefs, and issued *subpœnas*.

About the 25th of September the plaintiffs' solicitors suggested a reference to two physicians; and about the end of October an order of reference was accordingly made referring the cause to the award of the said physicians, and that the costs of the cause should abide the event, and that the costs of the reference and award and the arbitrator's fees should be paid by the defendants in any event.

On taxation the master disallowed the costs of the brief and many other legitimate charges, and in fact reduced the bill of costs by more than one-half.

Can any of your readers inform me when a plaintiff is entitled to commence to get up evidence and prepare brief for trial? Is it usual for masters on taxation to disallow counsels' fees for settling special particulars of claim against a railway company in an action for damages, pursuant to an order of one of the masters, and also to advise as to sufficiency of answers to interrogatories; also for examining proof for printer, and printer's charges for printing answers to interrogatories where the document is ten folios?

It is high time that there should be some uniformity of practice in this respect. What one master allows in taxation another master disallows.

JUSTITIA.

### JUDGES' CHAMBERS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Allow me to express my thanks for the communications which you have allowed to appear in your columns with respect to the way in which business is transacted at judges' chambers, especially by the masters.

I have for some weeks past been endeavouring to get one of the masters to settle some queries arising on the taxation of a bill of costs by him. In consequence of the variety of the master's duties, and the difficulties which exist in knowing when he will actually be at chambers, I and my opponent, who is equally anxious with me for the queries to be settled, have hitherto been unable to catch the master, or, in his absence, to procure an appointment. The result of this is that my employer thinks I am neglecting my duty to him, and the client cannot understand why there should be so much delay in disposing of the few trifling questions which remain to be determined.

The matter is of some importance, as there is some question as to the solvency of the party by whom the costs will have to be paid.

I venture to suggest that if the attention of the Lord Chancellor could be drawn by the Council of the Incorporated Law Society to this, as well as to other evils which still prevail at judges' chambers, some remedy would be devised.

A MANAGING CLERK.

Dec. 13.

### THE INTERMEDIATE EXAMINATION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I observe that one of your contemporaries, circulating amongst law students, complains of the questions which were required to be answered at the last Michaelmas examination under heads 2 and 3.

On referring to one of the books of questions and answers on "Stephen's Commentaries" prepared for the use of candidates for this examination, I find that all the questions of which complaint is made are to be found in the book in question, together with the correct answers, though the language of the questions at the last examination was to some extent necessarily varied. It therefore seems to me that the complaint in question has no foundation. It ought not to be allowed to remain unnoticed, lest the assistant examiners and the council should be deterred from framing questions in future upon the Commentaries the answers to which will tend to show that not only has the candidate read the guides prepared for his assistance, and which are in most cases so much studied, but also the Commentaries themselves.

A SOLICITOR.

December 14.

## CASES OF THE WEEK.

PATENT—SLANDER OF TITLE—ALLEGATION OF INFRINGEMENT—DAMAGES—INJUNCTION.—On the 6th inst. the Court of Appeal (Lord COLERIDGE, C.J., and BAGGALLAY and LINDLEY, L.JJ.) affirmed the decision of JESSEL, M.R., in the case of *Halsey* v. *Brotherhood* (29 W. R. 9, L. R. 15 Ch. D. 514). The plaintiff was the owner of a patent, and the defendant was the owner of a patent of prior date for a cognate subject-matter. The action was brought claiming damages from the defendant, on the ground that he had wrongfully stated and represented to customers of the plaintiff, and other persons intending to deal with him, that the articles manufactured by the plaintiff were an infringement of the defendant's patent, and that he had threatened such customers and other persons with actions if they purchased or used the plaintiff's articles. The plaintiff also asked in his claim for general relief for an injunction. The defendant by his statement of defence denied the validity of the plaintiff's patent, and asserted that the articles made by the plaintiff were an infringement of the defendant's patent. He admitted that he had represented to various persons that the plaintiff had infringed his patent, but denied that he had threatened them with legal proceedings. And he said that the statement which he had made had been made *bona fide*, in the full and honest belief in his rights as a patentee, and with the intention to follow up the same, if necessary, by proper proceedings in support of his patent rights. The defendant had not, however, in fact, taken any proceedings to contest the validity of the plaintiff's patent, or to restrain him from infringing the defendant's patent. JESSEL, M.R., held that a patent, so long as it subsisted, was *prima facie* valid, and that the owner of it was not bound to assert his supposed legal rights under it against supposed infringers by action, but was entitled, if he did so *bona fide*, to give notice to them that they were infringing his rights, and was not liable in damages for the injury caused by his notices to the person who was selling the article which he alleged to be an infringement of his patent, even though he was, in fact, in error in believing his patent to be valid. An action for damages could not be maintained unless the notices were issued *mala fide*. And his lordship also held that, if it was proved in the action for an injunction that the defendant's allegation of infringement, though made *bona fide*, was, in fact, untrue, the defendant might be restrained from continuing to issue the notices. In the present case his lordship held that the action was in substance only an action for damages; and he therefore dismissed it, but without prejudice to a new action for an injunction. This decision was affirmed by the Court of Appeal on substantially the same grounds.—SOLICITORS, *Sandom, Kersey, & Knight; Cope & Co.*

WILL—REVOCATION—EXERCISE OF GENERAL POWER OF APPOINTMENT—WILLS ACT (1 VICT. C. 26), S. 27.—In a case of *Sotheran* v. *Dening*, before the Court of Appeal on the 7th inst., the question arose whether an exercise of a power by will had been revoked by a subsequent will. By a settlement made in 1870 real estate was vested in trustees upon trust for such persons as C., whether covert or sole, should by will appoint, with remainder in default of appointment to E. in fee. In 1871 C. made a will by which, in exercise of the power, she appointed the real estate to S. in fee. In 1877 C. made a second will, commencing with the words, "I revoke all former wills," which contained a general devise of all her real estate to G., but did not in terms refer to the power of appointment. In 1878 C. made a third will, which,

though it did not, in terms, purport to deal only with personal estate, did, in fact, make only dispositions of personal estate. This will concluded with the words, "Hereby revoking all former or other wills, I declare this to be my last will and testament." The question was to whom the real estate subject to the power of appointment belonged. S. claimed it on the ground that the appointment contained in the first will was not affected by either of the later wills. G. claimed it on the ground that the first will was revoked by the second, and that the general devise contained therein operated as an exercise of the power, and that the second will was not affected by the third. E. claimed the property on the ground that the third will revoked the appointments contained in the first and second wills, and, that, consequently, the property passed in default of appointment. Jessel, M.R., held (25 SOLICITORS' JOURNAL, 317) that the latter view was the correct one, and his decision was affirmed by the Court of Appeal (Lord COLERIDGE, C.J., and LUSH and LINDLEY, L.JJ.).—SOLICITORS, *Emmet & Son; J. W. Smith.*

---

COMPOSITION—SECURED CREDITOR—VALUATION OF SECURITIES—SECURITIES ON JOINT AND ON SEPARATE ESTATE—BANKRUPTCY ACT, 1869, s. 16—BANKRUPTCY RULES, 1870, r. 272.—In a case of *Couldery* v. *Bartrum*, before the Court of Appeal on the 8th inst., a question arose as to the liability of a secured creditor of a compounding debtor who has proved his debt, valuing his security in his proof, and has received the composition on the balance of the debt after deducting the value of the security, to account to the debtor for any surplus which the security may afterwards realized in excess of the valuation. Two petitioners filed a liquidation petition under which their joint creditors resolved to accept a composition of 10s. in the pound payable in instalments. One of the joint creditors who voted in favour of the composition held a security for his debt on joint property of the debtors, and also another security on separate property of one of the partners. His debt amounted to £2,400, and in his proof he set forth in detail both his securities, and concluded by assessing the value of his security at £800, and claiming to stand as a creditor for the balance of £1,600, and he voted at the meetings as a creditor for £1,600. The composition was duly carried out, and he received the composition upon £1,600. He afterwards realized his joint security, and thereby received more than £800. The debtors, four years after the completion of the payment of the composition, brought this action, claiming the surplus of the proceeds of the joint security, and the whole of the separate security, and Jessel, M.R. (25 SOLICITORS' JOURNAL, 95), decided in favour of the claim. It was contended that, inasmuch as in a bankruptcy or a liquidation by arrangement the creditor would not have been bound on making his proof to deduct the value of his security on the separate estate, but would have been entitled, notwithstanding his proof, to retain that security until his debt was paid in full, the same rule must apply to composition, and he could not be prejudiced by the mistake which he had made in deducting the value of the separate security. The court (BAGGALLAY, LUSH, and LINDLEY, L.JJ.), however, affirmed the decision of the Master of the Rolls, on the ground that the composition arrangement proceeded upon the basis that the creditor was to receive the composition upon £1,600 only, and that the surplus of the property comprised in both securities beyond the £800 should go to the debtors to enable them to pay the composition. BAGGALLAY, L.J., said that the language of the creditor's proof clearly indicated that he valued his compound security, his security on the separate property as well as his security on the joint property. No doubt he was not bound to value his separate security. But, so far from there having been any mistake about it, the whole thing was clearly present to his mind. And, in his answer to interrogatories in the present action, the creditor said that his sole object in making the valuation was to enable the debtors to know what was the amount of the liabilities for which they would have to provide. The effect of an alteration in the proof would have been to increase the amount of the balance on which the debtors would have to provide the composition, and at the same time to diminish the amount of the assets which would enable them to pay it. The composition arrangement proceeded on the faith that the representations made by the creditor in his proof would be binding on him, and it was too late now to disturb it. LUSH, L.J., said that a secured creditor was not bound to take any part in the composition proceedings. But, if he valued his security and proved for the balance of his debt above the amount of the valuation, he was bound by the valuation, whatever might be the result of the realization. In the present case the creditor clearly intended to value both his joint and his separate security. He was not bound to deduct the value of the separate security, but he did deduct it, and the consequence was that the security was redeemable at the price which he had put on it. The proof was put in before the composition was accepted. The debtors agreed to pay 10s. in the pound. If the creditor had valued his joint security only, the amount of the debts upon which the composition would have to be paid would to that extent have been increased, and for aught that appeared the debtors would not have been able to pay the composition on the larger amount. At any rate, the arrangement proceeded on the footing that they would only have to provide the composition for the secured creditor on £1,600, and it was too late now to disturb it. LINDLEY, L.J., said that it would be inequitable now to allow the creditor to fall back on the separate security which he had given up, the composition proceeding on the footing of his so doing.—SOLICITORS, *C. Butcher; Tatham, Oblein, & Nash.*

---

MINE—TRESPASS—UNAUTHORIZED WORKING—ACCOUNT—ALLOWANCES—COST OF BRINGING TO BANK.—In a case of *Joicey* v. *Dickinson*, before the Court of Appeal on the 10th inst., a question arose as to the allowances which ought to be made to a person who had knowingly taken minerals out of a mine belonging to a neighbouring owner, in taking an account against the wrongdoer of the value of the minerals which he had thus abstracted. Jessel, M.R., had disallowed the defendant (the wrongdoer) not only the costs of severing the minerals, but also the costs of raising them to the surface, though it did not appear that his lordship's attention had been especially called to the propriety of the latter disallowance. The Court of Appeal (BAGGALLAY, LUSH, and LINDLEY, L.JJ.) said that the rule of law was correctly laid down by Fry, J., in the recent case of *Trotter* v. *Maclean* (13 W. R. 244, L. R. 13 Ch. D. 574)—viz., that where the wrongful working has been merely by inadvertence, the wrongdoer will be allowed both the costs of severing the minerals and the costs of bringing them to bank. But, when the unauthorized working has been intentional, he will be allowed only the costs of bringing the minerals to bank. He will, however, be allowed those costs. The order of the Master of the Rolls was, therefore, varied in accordance with this rule.—SOLICITORS, *T. W. Rossiter; Ullithorne, Currey, & Villiers.*

---

SPECIFIC PERFORMANCE—CONTRACT FOR SALE OF LAND—IDENTIFICATION OF PROPERTY—STATUTE OF FRAUDS (29 CAR. 2, c. 3), ss. 4, 5.—In a case of *Shardlow* v. *Cotterell*, before the Court of Appeal on the 3rd inst., the question arose whether, in a contract for the sale of land, the specific performance of which was sought by the purchaser, there was a sufficiently definite description of the property to satisfy the Statute of Frauds. On the 29th of March, 1880, property belonging to the defendant Cotterell at Pinxton in Derbyshire, consisting of a dwelling-house, stable, and other buildings connected therewith, was put up for sale by auction at the Sun Inn, Pinxton. At the sale conditions of sale were produced, but no particulars of the property. Posters had, however, been previously published in the neighbourhood containing a description of the property. The plaintiff was declared the highest bidder at £420, and after the sale the following memorandum, signed by the auctioneer and appended at the foot of the conditions of sale, was handed to the plaintiff:—"The property duly sold; to Mr. A. Shardlow, butcher, Pinxton, and deposit paid at close of sale." The auctioneer also gave the plaintiff the following receipt signed by him:—"Pinxton, March 29, 1880.—Received of Mr. A. Shardlow the sum of £21 as deposit on property purchased at £420 at Sun Inn, Pinxton, on the above date—Mr. George Cotterell, owner." The vendor afterwards refused to complete the purchase, and the purchaser brought the action for the specific performance of the contract. Kay, J., held (29 W. R. 737, L. R. 18 Ch. D. 280) that the receipt might be read with the memorandum (though the poster could not), but that the receipt and the memorandum together did not contain a sufficient description of the property to satisfy the Statute of Frauds, and that consequently parol evidence could not be admitted to show what the property consisted of. He accordingly dismissed the action. This decision was reversed by the Court of Appeal (JESSEL, M.R., and BAGGALLAY and LUSH, L.JJ.), who held that the property was sufficiently described to satisfy the statute. JESSEL, M.R., thought that Kay, J., was right in holding that the memorandum and the receipt might be read together, but he was of opinion (if it was necessary to decide it) that the receipt alone was sufficient. There was no distinction between sections 4 and 5 of the Act as regarded a writing being required. Whether it was an agreement or a memorandum or a note thereof on the one hand, or a will on the other, there must be a writing, and it must be signed by the party sought to be charged. His lordship did not see how a description which would be sufficient within one section could be considered insufficient within the other. The question was whether there was a sufficient description of the thing sold or purchased, for there could not be a description in writing *per se*, which would entirely shut out all controversy. Even a map would not do that. No description in the world could be so complete as to cover all points and prevent any dispute from arising; and it was not the object of the Statute of Frauds to prevent the possibility of dispute, but by requiring a writing to be signed to impose a check and nothing more. There must of necessity be many things to be decided by parol evidence. If you had as a description "the estate of A. B., in the county of C.," the estate would be sufficiently described; or, again, if you had "the estate of A. B., which he purchased from C.," or "which was bequeathed to him by D.," that would do, and you might introduce parol evidence to show what the property was. In the present case the written documents stated that the property was on a given day sold at a given place to the plaintiff for the price of £420, and that the property belonged to the defendant. How could it be said that there was not an ample description of the subject-matter of the contract? It was quite true that there might be a dispute, as there might be about anything, but here there was not only all that was required, but more than was required to identify the property. BAGGALLAY, L.J., and LUSH, L.J., concurred.—SOLICITORS, *Barry & Binns; Stevens & Co.*

---

COVENANT—BREACH—INJUNCTION—COVENANT TO CARRY ON TRADE OF CHEMIST AND DRUGGIST.—In a case of *Mitchell* v. *Walker*, before Chitty, J., on the 13th inst., a motion was made to restrain the defendant from carrying on the business of a quack doctor in certain premises let to him, or any other business than that of a chemist and druggist. It was alleged that at the time the premises were let to the defendant it was understood that he was to carry on the business of a chemist and druggist only. It appeared that he had filled his window with advertisements of various quack medicines, and that he called his shop a medical repository. CHITTY, J., granted an injunction to restrain the defendant from using the premises otherwise than as a chemist and druggist. He considered, on the evidence, that there was an express condition they were to be used for that purpose only, and on the plaintiff's undertaking in damages, considered him entitled to the injunction until the trial.—SOLICITORS, *Paterson, Snow, & Bloxam.*

---

INFANT WARD—RELIGIOUS BELIEF—RELIGION OF FATHER—CONTEMPT—INDUCING TO CHANGE RELIGION.—In a case of *Hickman* v. *Hickman*, before Chitty, J., on the 9th inst., a motion was made to restrain an infant ward from visiting a Roman Catholic chapel, and a Roman Catholic priest from writing to the infant. The infant was sent to a school, and the father, who

was a Church of England clergyman, had discovered that the Roman Catholic priest had been writing letters to the infant, telling him to read the Roman Catholic Prayer-book and other works of that Church. The father had also discovered an imitation altar in the youth's bedroom. The father objected to the Roman Catholic religion, and was averse to his son going into that Church, or having any communication with Roman Catholic priests. CHITTY, J., said that the infant was being induced to depart from the religious belief in which he had been trained by his father; that it was contrary to law for the priest to induce the infant to leave the Church in which he had been brought up, and therefore he granted the injunction asked for.—SOLICITORS, *Remnant, Penley, & Grubbe.*

PRACTICE—EXECUTRIX—WIDOW AT DATE OF DECREE—MARRIAGE DURING PROSECUTION OF ACCOUNTS—FORM OF ORDER ON FURTHER CONSIDERATION.—In a case of *Re Reeks, Reeks* v. *Pacy*, before Chitty, J., on the 10th inst., it appeared that the defendant, Sarah Randall, formerly Pacy, the executrix of the will of the testator in the cause, had married subsequently to the decree directing the usual accounts in chambers. Certain sums appeared in the accounts to be due from the defendant, some of which had been received before and some after marriage. It was asked, on further consideration, that the husband and wife might both be ordered to pay the amount due, but with a direction that the husband was only to be liable to the extent of the sums received by the wife since the marriage, and the moneys to which he became entitled by the marriage. CHITTY, J., made an order upon both husband and wife, with an additional direction that the husband was not to be liable for any portion of the sum received by the wife before the marriage, except to the extent of the value (if any) of the assets acquired by him in right of his wife at and after the marriage.—SOLICITORS, *Nye & Greenwood; J. W. Dawson.*

WILL—NOMINATION BY TESTATOR OF SOLICITOR TO THE TRUSTEES—VALIDITY—TRUST—DISCHARGE OF SOLICITOR.—In a case of *Foster* v. *Elsley*, before Chitty, J., on the 13th inst., a motion was made for an injunction to restrain the defendants, who were the executors and trustees of a will, from employing any person other than the plaintiff as the solicitor to the estate of the testator, or in any business relating to the management or carrying out of the provisions of the will. The testator had inserted in his will a direction that his solicitor, naming the plaintiff, should be the solicitor to his estate and to his trustees in the management and carrying out of the provisions of his will. The plaintiff had acted for some time as solicitor to the trustees, but dissensions having arisen between him and the trustees, the latter wrote to him asking him to deliver up all documents and send in his bill of costs, with a view to employing another solicitor in his place. It was submitted on behalf of the plaintiff that the conduct of the defendants was in direct conflict with the intention of the testator. CHITTY, J., said that the direction contained in the will did not impose on the trustees any duty of employing the plaintiff in the trusts of the will, and the cases of *Shaw* v. *Lawless* (5 Cl. & F. 129), and *Finden* v. *Stephens* (2 Phil. 142), were authorities against the proposition that such a direction constituted a trust in favour of the solicitor. The motion must be refused, with costs.—SOLICITORS, *Swann & Co.; Johnson & Weatheralls.*

PRACTICE—SOLICITOR'S BILL—TAXATION—OBJECTIONS TO ORDER OF COURSE—MOTION TO VARY—TIME WITHIN WHICH BROUGHT—DELAY.—In a case of *Re Tibbitts*, also before Chitty, J., on the 13th inst., a motion was made to vary an order of course for the taxation of a solicitor's bill, on the ground that the order contained certain matters on its face and in the recitals improper to be inserted, and which enlarged unduly the scope of the taxation. It appeared that the order to tax was obtained on the 29th of March, 1881, and that, on the same day, by a cross-examination, the facts were discovered upon which it was contended the order was erroneous. On the 22nd of April the bill was carried in for taxation, and, on the 5th of July, 1881, the points in issue as to the validity of the order were discussed before the taxing master. On the 8th of August the taxation proceeded, and, on the 22nd of September, formal objections to the taxation were carried in and overruled by the taxing master. This motion to vary the order of course was not made until the 22nd of November. A preliminary objection to the motion was made that it was too late, and reliance was placed upon the case of *Re Springall* (14 L. J. Ch. 12). For the applicant it was submitted that the motion was made as soon as possible after the objections had been formally overruled, and that the same was in time. CHITTY, J., said that it was the duty of the applicant to come to the court to rectify the error as soon as possible after it had been discovered and the matter discussed before the taxing master. That he took to be the effect of the decision in *Re Springall*, though there the motion was made after report. He should refuse the motion on the preliminary ground, and with costs.—SOLICITORS, *J. W. Sykes; Tibbitts & Son.*

NUISANCE—OBSTRUCTION ON LAND—CAUSE OF ACTION—REVERSIONER—WEEKLY TENANT.—In a case of *Cooper* v. *Crabtree*, before Fry, J., on the 13th inst., the question arose whether a reversioner could maintain an action for the placing of an obstruction on his land, or for a nuisance. The defendant, whose land immediately adjoined that of the plaintiff, had erected a hoarding on poles, for the purpose of preventing the access of light to a window in a cottage which stood on the plaintiff's land. The plaintiff alleged that the poles had been improperly placed on his land; the defendant said that they stood on his own land. The plaintiff also alleged that the hoarding made a rattling and creaking, and that it caused an intolerable nuisance to himself and his tenant. And he claimed an injunction to restrain the trespass, and, in any event, an injunction to restrain the nuisance, and also damages. The tenant of the cottage, who was only a weekly tenant, gave evidence of the nuisance to himself and his family, but the plaintiff adduced no evidence of injury to the reversioner. FRY, J., said that a reversioner could not maintain an action of trespass; such an action could only be maintained by a person who was in actual possession of land. A reversioner might, however, maintain an action in the nature of an action on the case in respect of an entry on his land, or a nuisance. But, in order to do so, he must show either an actual injury to the reversioner, or that the act complained of was of such a permanent character that it must necessarily injure the reversioner. In the present case there was no evidence of actual injury, and the erection of poles and a hoarding was not of such a permanent character as necessarily to injure the reversioner. The action was accordingly dismissed, with costs.—SOLICITORS, *Jaques & Layton; Williamson, Hill, & Co.*

INFANT'S LEGACY—PAYMENT INTO COURT—PAYMENT OUT TO TESTAMENTARY GUARDIAN—36 GEO. 3, C. 52, S. 32.—In a case of *In re Cresswell*, before Fry, J., on the 6th inst., a question arose as to the payment out of court of the share of the residue of an estate to which an infant was entitled, and which had been paid into court by the executor under section 32 of the Act 36 Geo. 3, c. 52. The mother and testamentary guardian of the infant petitioned that the fund might be paid out to her. She did not allege that she intended to apply the money for the benefit of the infant, or adduce any evidence to satisfy the court that the proposed payment out would be for the infant's benefit, but the petition was based on the decision of the Court of Chancery in Ireland in a case of *McCreight* v. *McCreight* (13 Ir. Eq. 314), in which it was held that, where an infant was entitled to a vested legacy, payment of it during his minority by the executors to the infant's testamentary guardian was valid, the guardian being able to give a valid discharge for it. FRY, J., refused the application, on the ground that, by section 32 of the Act 36 Geo. 3, the money paid into court is to be "paid to the person entitled thereto, or otherwise applied for his benefit." He said that the testamentary guardian was not the person entitled to the money, and that, if money was to be applied for the benefit of an infant, the court must be satisfied that the proposed application would be for his benefit. There was, therefore, no jurisdiction to do what was asked. He did not intend to question in any way the authority of the Irish decision, but it did not apply to the present case, because there the application was made to the court under its general jurisdiction, not under the Legacy Duty Act.—SOLICITOR, *J. N. Mason.*

MARRIED WOMAN—SEPARATE ESTATE—SATISFACTION OF ENGAGEMENTS—LIMITED POWER OF APPOINTMENT.—In a case of *Skinner* v. *Todd*, before Fry, J., on the 7th inst., a question arose as to the power of the court to direct the satisfaction of an engagement of a married woman out of property over which she had a very special power of appointment. By a post-nuptial settlement certain freehold and leasehold property was vested in trustees upon trust, during the joint lives of the husband and wife, to pay the income to him, and after the death of such one of them as should first die, upon trust to pay the income to the survivor for his or her life, such payment being made to the wife, in the event of her surviving and marrying again, to her separate use, without power of anticipation. The settlement contained a proviso that, during the continuance of the life estates, the trustees should, at the direction of the tenant for life, "direct repairs, alterations, and improvements" of the property comprised in the settlement, and that all expenses which should be properly incurred by the trustees in carrying out the trusts or powers of the deed should constitute a charge on the trust premises in their favour. The wife survived the husband and married again. After her second marriage she ordered a builder to perform some repairs to some houses which formed part of the settled property, and he executed the work accordingly. The trustees were not informed of it till afterwards. The builder, not having been able to obtain payment of his bill, brought the present action against the husband and wife and the trustees, claiming judgment against the trustees and against the wife for the amount of his bill, and that the judgment might be declared to be a charge on the wife's interest in the settled property, and that the charge might be enforced by sale or otherwise. FRY, J., held that the effect of the proviso in the deed was that the trustees were bound to do all such repairs to the property as the tenant for life might direct, subject to this, that the cost did not exceed the value of the property, so that they might be able to recoup themselves the cost. And his lordship held that the plaintiff was entitled to have the benefit of the wife's power to direct the trustees to direct repairs to be executed. He came to this conclusion, first, on the general principle on which the court had dealt with the separate property of a married woman, modifying its decisions so as to compel her to do that which was honest; and, secondly, on the authority of the cases, which had established that, where a married woman had a general power of appointment over property, she would, for the purpose of satisfying her general engagements, be treated as the owner of the property. In the present case the power was not a general power but a particular one, but the same principle was applicable. Effect ought to be given to the particular direction or engagement out of the particular power, just as the court had given effect to a general engagement out of a general power of appointment. There had been in substance an exercise of the power by the married woman. It was a matter of form, not of substance, whether she first directed the trustees to have the repairs done, or directed a builder to do them and the direction was afterwards communicated to the trustees. His lordship accordingly ordered the trustees to raise the amount of the builder's bill by means of a charge on the property, and, when they had raised the amount, to pay it over to him.—SOLICITORS, *S. B. Bennett; Makinson & Carpenter; G. S. & H. Brandon.*

PARTITION ACTION—ORDER FOR SALE—PROCEEDS OF SALE—CONVERSION—REAL AND PERSONAL REPRESENTATIVES—PARTITION ACT, 1868, S. 8—

LEASES AND SALES OF SETTLED ESTATES ACT, 1856, ss. 23—25.—In a case of *Mordaunt* v. *Benwell*, before Fry, J., on the 10th inst., the question arose whether some money, which had been paid into court as the proceeds of sale of property directed to be sold in a partition action, was to be treated as real or personal estate. Section 8 of the Partition Act, 1868, provides that sections 23 to 25 (both inclusive) of the Leases and Sales of Settled Estates Act, 1856, "shall extend and apply to money to be received on any sale effected under the authority of this Act." And section 23 of the Leases and Sales Act provides that all money to be received on any sale under the authority of the Act shall be applied (*inter alia*) in "the purchase of other hereditaments to be settled in the same manner as the hereditaments in respect of which the money was paid, or the payment to any person becoming absolutely entitled." And by section 24, the application of the money is to be made upon an order of the court upon the petition of the person who would be entitled to the possession or the receipt of the rents and profits of the land if the money had been invested in the purchase of land. Three of the persons entitled to shares of the property sold were infants. They all died before their shares in the proceeds of sale had been dealt with, leaving their father their heir-at-law. He then died intestate, and the question was whether their shares should be paid out of court to his heir-at-law or to his administrator. FRY, J., held that the shares formed part of the father's personal estate, and must be paid out to his administrator. His lordship said that, according to the ordinary rule, if a testator directed the conversion of his real estate into money for a purpose which did not exhaust the whole, and the heir therefore became entitled to the surplus, though he took it in the character of heir, he took it as personal estate, and it belonged to his personal estate. So here, the shares of the infants were in the condition of money when the father took them, and could not have been re-invested in land without his consent. He could have received them out as money. They were in fact money, and, as between his real and his personal representatives, they must be treated as money, there being no controlling direction that they should go as land.—SOLICITORS, *G. H. Cole & Son; J. S. Solomon; Whyte, Collisson, & Prichard; G. Aldham.*

PARTITION—MONEY PAID FOR EQUALITY OF PARTITION—ALLOWANCE FOR EXPENDITURE IN PERMANENT IMPROVEMENTS.—In a case of *Watson* v. *Gass*, before Fry, J., on the 10th inst., a question arose whether, in determining the amount to be paid by one of two sets of owners of property, which was to be partitioned between them in shares of unequal values, for equality of partition, a deduction ought to be made in respect of sums which had been expended by them in permanent improvements of the shares which they were respectively to take. The action was brought to obtain a partition on the footing of an agreement which had been entered into between the parties some years previously, and under which the property had been since, in fact, enjoyed in severalty, as therein provided, but no legal conveyances had ever been executed, because some of the persons interested were under disability. The evidence showed that the one property was worth £1,960, and the other was worth £1,070, the difference in value being £890, so that on that footing the sum to be paid for equality of partition would have been half £890—that is, £495. But the evidence showed that, since the date of the agreement, the persons who had been in the several enjoyment of the property of the larger value had expended £425 in permanent improvements upon it, and that the persons who had been in the several enjoyment of the other property had expended £50 in permanently improving it—that in each case the expenditure had resulted in a corresponding increase in the value of the property. And it was contended that, in estimating the sum to be paid for equality of partition by the persons who were to take the property of larger value, the sums thus expended in permanent improvement must be first deducted from the values of the two properties respectively. FRY, J., at first felt some difficulty in acceding to this view, but ultimately he did so, on the authority of *Parker* v. *Trigg* (*Weekly Notes*, 1874, p. 27).—SOLICITORS, *Helder, Roberts, & Gillett.*

## CASES BEFORE THE BANKRUPTCY REGISTRARS.

(Before Mr. REGISTRAR MURRAY, acting as Chief Judge.)

Dec. 6.—*Ex parte Hall, Re Crozier.*

H. & Co. sold goods to C., a retail trader, and before they were paid for C. filed a liquidation petition.

Held, that H. & Co. were entitled to prove under C.'s liquidation for the full amount of his debt without deducting trade discount.

This was an appeal by Messrs. Hall & Wainwright from the partial rejection by the trustee of a proof of debt made against the estate of the debtor in liquidation.

The appellants were hosiery manufacturers, and they sought to prove under the liquidation for the sum of £184 4s., in respect of goods sold to the debtor in the usual course of business. The debtor, up to the date of the liquidation petition in August, 1881, carried on business as a shawl, mantle, and mantle cloth merchant and warehouseman. The trustee rejected the proof to the extent of £14 7s. 6d., on the ground that trade discount to that amount at the rate of 7½ per cent. on the account of the appellants had not been allowed.

The appellants alleged that it was the custom of the hosiery trade to make up accounts to the 20th of the month, and for the purchaser to make payment on one of the early days of the second following month, thus allowing a purchaser a credit of about six weeks, and upon payment, but only upon payment, the discount was allowed. The usual discount was 10 per cent., but, in some special departments of the trade and under special circumstances, such discount varied, but there was no custom in the hosiery trade which recognized a trade discount in contradistinction to a cash discount. The only discount allowed in the trade was upon the goods being paid for, and, if the goods were not paid for, the account was always "net."

The proof was made by the appellants for the amount due, less discount at the rate of 2½ per cent.

The trustee alleged that it was the usual custom of the trade to allow a discount of 7½ per cent. off the invoice prices of the goods, and such discount had reference only to the price of the articles sold, and not to any period or time for payment. A further discount of 2½ per cent. was allowed on cash payment within two months. These discounts were distinct and separate allowances, the one being for the price of the goods, and the other a counting-house allowance.

*E. C. Willis*, for the appellants.—The appellants have a right to sue for their whole debt, and, if the amount be paid, the debtor can deduct the 7½ per cent. additional discount, but not otherwise. In *Re Cumberland, Ex parte Worthington* (L. R. 3 Ch. D. 803), where wholesale traders supplied goods to a retail dealer on the terms that he was to be allowed a discount of 20 per cent. from the invoice prices on payment in cash within a month, Bacon, C.J., held that cash payments not having been made, proof must be admitted in the bankruptcy of the retail dealer for the full amount of the invoice price of the goods.

*Birch*, for the trustee.—The proof can only be admitted for the invoice prices of the goods, less the discount: *Ex parte Pigou* (3 Madd. 136).

Mr. REGISTRAR MURRAY held that the evidence in support of the appeal was clear and distinct that the discount of 10 per cent. was allowed only upon payment. He, therefore, admitted the proof for the full amount, and allowed the appeal.

Solicitor for the appellant, *Thomas Wright.*

Solicitors for the trustee, *T. & H. R. Gill.*

## SOLICITORS' CASES.

COURT OF APPEAL, WESTMINSTER.

(Before JESSEL, M.R., and BRETT and COTTON, L.JJ.)

Dec. 8.—*In re George Johnson, Solicitor.**

This was an appeal by Mr. Johnson from an order of the Queen's Bench Division.

The matter was originally an application, on the part of Miss Edwards, for a rule calling upon Mr. Johnson, a solicitor of the court, to show cause why he should not answer the matters of certain affidavits which alleged that he had improperly withheld from her a sum of £33 5s., which had been recovered in an action brought by her against a Mr. Whitwell, and why he should not pay the costs of the application. The matter was referred to a master, who reported as follows:—"On the 3rd of November, 1879, Mr. Johnson was instructed by Mr. Raynes, a solicitor, to commence an action, as the London agent, at the suit of a Miss Edwards against Mr. Whitwell. In that action judgment was recovered for the plaintiff under ord. 14, r. 1. Mr. Raynes instructed Mr. Johnson to issue execution for the amount of the debt, £33 5s., and costs £9 16s. 6d., and a writ of *fi. fa.* was accordingly issued directed to the sheriff of Essex. On or about the 13th of March, 1880, Mr. Johnson received from the sheriff of Essex £43 1s. 6d., the amount of debt and costs. Mr. Johnson had no authority or instructions from Miss Edwards or Mr. Raynes to receive this money, but he received it as Mr. Raynes' London agent. At the time of receiving this money, Mr. Raynes was indebted to Mr. Johnson for costs incurred as his London agent (including the sum of £8 10s. 9d. the amount of Mr. Johnson's agency charges in the action *Edwards* v. *Whitwell*) in a sum equal to or exceeding the amount of £43 1s. 6d. so received, and Mr. Johnson claimed to retain that amount in part payment of his costs against Mr. Raynes."

On the 17th of November, 1880, on reading the above report, and hearing counsel, the court ordered the matter to be referred back to the master to further report as to the general practice between solicitors and their London agents, and also as on the writ of summons and other matters.

On the 9th of December, 1880, the master reported as follows:—"I find the general practice between country solicitors and their town agents to be that, when the writ of execution is issued by the town agent, the town agent receives the proceeds of such execution on behalf of the country solicitor; that the town agent is not entitled to retain any debt or any part of a debt so recovered; that he has a lien upon, and is entitled to retain, the costs so recovered for any costs that may be owing to him by the country solicitor on his general agency account; that the London agent is entitled to the same lien as, and no greater lien than, the country solicitor, and, therefore, if the country solicitor could not retain the debt recovered as aforesaid against his client, so neither can the London agent retain it. The original writ was indorsed, so far as is material, as follows:—'This writ was issued by George Johnson, of, &c., in the city of London, as agent for W. R. Raynes, &c., solicitor for the plaintiff.' I further find that there was not any practice as to accounts between Mr. Johnson and Mr. Raynes, as this was the first time Mr. Johnson ever received any money for, or on behalf of, Mr. Raynes."

After the reading of the master's report,

*Dodd* moved, on behalf of Miss Edwards, for an order directing Mr. Johnson to pay over to her the sum of £33 5s., with costs.

THE COURT (Field and Manisty, JJ.) came to the conclusion that the court had jurisdiction in the matter, and ought to interfere summarily to compel Mr. Johnson, as an officer of the court, to pay over the money to Miss Edwards. The rule was made absolute (see 30 W. R. 14).

Mr. Johnson appealed.

*Tatlock*, and *Dodd*, for Mr. Johnson.

The other side were not called upon.

JESSEL, M.R.—This is an attempt to appeal from a discretionary order as

* Reported by W. Blew, Esq., Barrister-at-Law.

to costs. As regards the appeal itself, I must say I have the strongest opinion that the appeal should never have been brought; there is no justification for the appeal. The case is simple in the extreme. Money is recovered in an action, and the town agent receives the debt and costs; he receives the debt due to Miss Edwards, who owes nothing whatever to the country solicitor, and Miss Edwards is entitled to receive the debt paid, by operation of law, to the town agent. But the town agent, having received the money, says that he will not pay it, but will keep it in his own hands, because the country solicitor owes him money in respect of some other account. Two questions arise in this case. First, Is the the town agent entitled to keep this money? and, secondly, If not, can an application be made under the summary jurisdiction? I think it clear that the town agent cannot retain this money, and it is equally clear that this application may be made against him, in the exercise by the court of its summary jurisdiction. In the first place, the town agent receives Miss Edwards' money by virtue of his position as a solicitor on the record, and for the reception of it he requires no other authority. When he receives it, he should pay it over to the country solicitor, who should pay it to his client; he has no greater right to money he receives as town agent than the country solicitor has. He cannot keep the money belonging to Miss Edwards for a debt due to him from the country solicitor, unless the country solicitor has a lien upon it to as great an amount as he has. As between the town agent and the country solicitor he has no claim, and must pay the money to the country solicitor or the client. Had there been no decision, I should have thought it a clear case, but I happen to know a good deal of the chamber practice in equity, and I find from the decision in *Hanley* v. *Cassan* (11 Jur. 1188), and also from the report of the master as to the practice of London solicitors, that it is the practice of the profession. [The learned judge read the master's report as given above.] As regards the summary jurisdiction of the court, I said, during the argument, I never heard the proposition that you must have fraud as a ground of an application. The very point was decided in another case; that was an application by the client against a town agent for the court to exercise its summary jurisdiction without any fraud being imputed. If authority were wanting, there was another case as to the court's authority over solicitors. When a solicitor is complained of, it must be in a case in which the solicitor is acting *qua* solicitor, and it must be with regard to professional conduct. If the court finds one of its officers retaining money belonging to a client, though not with a fraudulent mind, the court will say that the money must be paid over. It is as much for the benefit of the solicitor as for the public, and obtaining a rule is quicker than proceeding by way of an action. It having been decided that the court's jurisdiction is general, it seems to me that there is no ground for this appeal, which must be dismissed, with costs.

Brett, L.J.—I am of the same opinion, and think that the appeal should never have been brought. The solicitor against whom this appeal is made was agent for a country solicitor and was instructed to bring an action; it may be, also, by especial directions, that he had conducted an execution against the defendant and obtained payment of the debt and costs. Now an application was made against him by notice calling upon him to answer certain matters contained in an affidavit. Upon that he does not say in answer that there was any lien upon the money, but he assumes to hold it against another account he has against the country solicitor. The question is whether the court can order him to pay the sum to Miss Edwards. It was argued that the court could not so order, because there was no privity of contract between the client and the London agent. It does not follow that the court could not exercise summary jurisdiction against the solicitor. That the court has always exercised summary jurisdiction cannot be denied; the rule was laid down so long ago as by Lord Tenterden, then I think Chief Justice, that "the court exercises summary jurisdiction over solicitors, and that it ought to be exercised according to law and conscience, and not by any technical rules." It was said that this court would not exercise its jurisdiction unless there were fraud on the part of the solicitor. Here there was no fraud, and no imputation of fraud, and nothing can be fraud in the proper sense unless there is a fraudulent mind, but the court will exercise its jurisdiction where there is no fraud. A case has been cited from 2 Scott's Rep., but the meaning of that judgment is that, where the jurisdiction of the court is asked on the ground of alleged fraud on the part of the solicitor, the court will not act unless the fraud be clearly made out. In such a case as this the solicitor should pay. He was told to bring an action, and he knows that he is recovering money for Miss Edwards, and, that being so, he could not retain the money. There is authority against the appellant in this case. Principle and authority are both against him, and so is the practice of the court, and the appeal must fail.

Cotton, L.J.—There are two questions in this case. First, whether Mr. Johnson was right in retaining the money to satisfy a debt due to him by Raynes; secondly, can that sum be recovered by summary jurisdiction? I am against the appellant on both points. The appellant says that he may pay himself a debt due to him from the country solicitor. The practice is against him. Then, as to the question should we interfere, I think we should. There is no imputation of fraud against Mr. Johnson, but he only makes a claim that could not be substantiated. He obtained this money by issuing a writ in the action in his own name, according to the directions of the solicitor whose agent he was, and, that being so, he applies the money to himself. It is the duty of the court to interfere. The country solicitor had no right to retain the money from his client, and therefore the London agent could have no possible right to do so.

*Appeal dismissed, with costs.*

Solicitors, *Johnson*; *J. W. Sikes.*

---

High Court of Justice.—Queen's Bench Division.
(Sittings *in Banc* before Denman, J., Huddleston, B., and Hawkins, J.)
Dec. 13.—*In re A Solicitor.*

*W. Murray*, on behalf of the Incorporated Law Society, moved for a rule calling on a solicitor to answer certain matters in affidavits, or in default to show cause why he should not be struck off the rolls. The gentleman, he said, had been appointed solicitor to a debt-collecting society in 1879, and in May, 1881, the manager said he discovered that the weekly accounts had been falsified and all the moneys received for the society not accounted for. The solicitor was asked to send in his account; and in the one first rendered he admitted a balance against him of £337 19*s.* 5*d.*, which he said he had expended for his own purposes, and which he said he would pay by instalments. Subsequently he sent in another account, in which he admitted a still larger deficit—viz., £389 19*s.* 8*d.*

Hawkins, J.—Do you suggest that he is now keeping back any further moneys?

*Murray.*—Yes, my Lord; the manager swears he thinks he has the costs of other actions, especially one sum of £22 4*s.*, recovered in an action, but he says he does not know whether he can prove it.

Denman, J.—You can take a rule.—*Times.*

---

# LAW STUDENTS' JOURNAL.

## INCORPORATED LAW SOCIETY.

### HONOURS EXAMINATION.

November, 1881.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the Examination Committee recommended the following gentlemen as being entitled to honorary distinction:—

First Class.

[In order of merit.]

Philip Scott Minor, who served his clerkship to Mr. W. R. Minor, of Manchester.

Alexander Trotter, who served his clerkship to Mr. H. K. Hebb, of Lincoln; and with Messrs. Gregory, Rowcliffes, & Co., of London.

Duncan Clerk Winter, who served his clerkship to Mr. Reginald Bury, of Barnsley; and Mr. Henry Turnbull, of Scarborough.

Charles James Fox, who served his clerkship with Mr. Charles Edward Jackson, of 202, Bishopsgate-street Without; and Messrs. Pattison, Wigg, & Gurney, of London.

Cecil Crosskey, who served his clerkship with Mr. C. G. Beale, of the firm of Messrs. Beale, Marigold, Beale, & Groves, of London and Birmingham.

David Churton Taylor, B.A., who served his clerkship with Mr. J. C. Barnard, of London.

Charles Edward Nankivell, who served his clerkship with Messrs. Sparkes & Pope, of Crediton; and Mr. Daniel H. Shilson, of the firm of Messrs. Coode, Shilson, & Co., of St. Austell.

Francis Alban Barraud, who served his clerkship with Mr. C. A. A. Penley, of London.

John Kelly White, who served his clerkship with Mr. G. G. White, of Launceston; and Mr. G. H. Carthew, of London.

Adolphus Havergal Dickinson, who served his clerkship with Mr. T. G. Gibson, Newcastle-on-Tyne; and Messrs. Stibbard, Gibson, & Co., of London.

James Mark McDonnell, who served his clerkship with Mr. J. B. Batten, of London.

Frederick Ferguson, who served his clerkship with Mr. M. Fielding, of Bolton.

Second Class.

[In alphabetical order.]

James Braidwood Birkbeck, who served his clerkship with Mr. F. T. Maddock, of Liverpool; and Messrs. Byrne & Lucas, of London.

Richard Bowes, who served his clerkship with Mr. G. N. Watson, of Darlington; and Messrs. Iliffe, Russell, & Co., of London.

Edwin Gardner, who served his clerkship with Mr. John Fortescue, of Banbury.

Tasker Pierson Hart, who served his clerkship with Mr. W. Watts, of Scarborough; and Messrs. Iliffe, Russell, & Co., of London.

Herbert Francis Lowe, who served his clerkship with Mr. J. T. Moss, of Hull; and Mr. A. R. Oldman, of London.

James William Mather, who served his clerkship with Mr. W. Dowling, of Bolton.

John Arthur Nicholson, who served his clerkship with Mr. H. Wood, of York.

Samuel Relph, who served his clerkship with Mr. J. R. Donald, and Mr. J. Ostell, of Carlisle.

John Edward Wace Rider, who served his clerkship with Mr. H. Wade, of Shrewsbury; and Messrs. Brownlow & Howe, of London.

John Russell Thomson Robertson, B.A., who served his clerkship with Mr. Carr Wigg, of London.

Thomas Henry Scholfield, who served his clerkship with Mr. J. T. Doyle, of Manchester; and Mr. T. St. John Sewell, of London.

James Holker Sutcliffe, who served his clerkship with Mr. F. G. Hindle, of Over Darwen.

Joseph Studholme Tiffen, who served his clerkship with Mr. C. B. Hodgson, of Carlisle; and Messrs. Ullithorne, Currey, & Villiers, of London.

William de Vins Wade, who served his clerkship with Mr. W. W. Knocker, of Sevenoaks; and Mr. Evan Hare, of London.

James Turner Welldon, B.A., who served his clerkship with Mr. C. J. Finlay, of Ashford; and Messrs. Duncan, Warren, & Gardner, of London.

Herbert Whittingham, who served his clerkship with Mr. W. Whittingham, of Bolton.

THIRD CLASS.

[In alphabetical order.]

Dick Baker, who served his clerkship with Messrs. Emmerson & Cottew, of Sandwich.

Samuel Bartlett, who served his clerkship with Mr. C. C. Ellis, and Mr. J. H. Mundy, both of London.

Sturgeon Nunn Pretyman Brewster, who served his clerkship with Mr. A. Cunnington, of Braintree; and Mr. E. Bromley, of London.

William Eli Charnley, who served his clerkship with Mr. R. Finch, of Preston; and Mr. F. Brooke, of London.

George David, who served his clerkship with Mr. C. M. Bailhache, of Newport, Monmouth.

John Richards Davis, who served his clerkship with Mr. T. Ponsford, of Bardon, near Taunton.

Bertram Greatrex, who served his clerkship with Mr. F. Oerton and Mr. E. Westwood, both of Birmingham.

John Sheldon Hepworth, who served his clerkship with Mr. E. W. Parkes, of London.

William John Hodges, who served his clerkship with Mr. F. A. Langham, of Hastings; and Mr. S. F. Langham, of London.

Arthur Symond Jones, who served his clerkship with Messrs. Gold & Co., of Denbigh; and Messrs. Frankish & Buchanan, of London.

George Malpas, who served his clerkship with Mr. A. Addison, of Portsmouth; and Messrs. Gregory, Rowcliffes, & Co., of London.

Percy Edward Marshall, who served his clerkship with Mr. J. J. Faulkner, of Northampton.

James Armytage Robinson, who served his clerkship with Mr. R. Ascroft, of Oldham.

William Turner Rylance, who served his clerkship with Mr. W. E. Barker and Mr. W. Rylance, both of Manchester

Charles Richard Steele, who served his clerkship with Mr. F. Miller, of London.

Arthur Mallett Styring, who served his clerkship with Mr. G. Smith, of Salisbury; and Messrs. Purkis & Perry, of London.

Theodore Tyler Trotter, who served his clerkship with Mr. W. T. Page, jun., and Mr. R. C. Carline, both of Lincoln; and Messrs. Clarke, Woodcock, & Ryland, of London.

Alfred Edwin Whittingham, who served his clerkship with Mr. E. D. Broughton, of Nantwich.

William Wright, who served his clerkship with Mr. J. Walker, of Leeds.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Minor, the prize of the Honourable Society of Clement's-inn, value ten guineas. The Daniel Reardon Prize, value £24 7s. 6d.

To Mr. Alexander Trotter, the prize of the Honourable Society of Clifford's-inn, value five guineas.

To Mr. Winter, the prize of the Honourable Society of New-inn, value five guineas.

To Mr. Fox, Mr. Crosskey, Mr. Taylor, Mr. Nankivell, Mr. Barraud, Mr. White, Mr. Dickinson, Mr. McDonnell, and Mr. Ferguson, prizes of the Incorporated Law Society, value five guineas each.

The council have given class certificates to the candidates in the second and third classes.

The number of candidates who attended the examination was 95.

## LAW STUDENTS' DEBATING SOCIETY.

Tuesday, December 6.—Mr. W. A. Bilney in the chair.—Mr. H. A. Heard was elected a member. A report of the society's representative members at the meetings of the Social Science Association was laid before the meeting and adopted. After some business had been disposed of a debate took place on the question, "Is it desirable to substitute an affirmation for the oath in judicial proceedings?" The discussion was opened by Mr. Bartlett in the affirmative, and he was followed on the same side by Messrs. Hutton, Rhys, Napier, and Richardson. The negative view was supported by Messrs. Randolph, C. E. Barry, Stevenson, and Pope. Mr. Bartlett having replied, the question was put to the meeting and decided in the affirmative by a majority of two votes. The number present at the meeting was 29.

Tuesday, December 13.—Mr. Bartlett in the chair.—Messrs. J. Ballantyne and Henry Woolcott were elected members. A debate took place upon the question whether, in the case of a sale of manufactured articles by a maker of such articles, there was an implied condition that they should be of the vendor's own manufacture. The point was argued in the case of *Johnson* v. *Raylton* (L. R. 7 Q. B. D. 438) before the Court of Appeal, when the learned judges differed in their judgments. [See 26 SOLICITORS' JOURNAL, 19.] Mr. J. W. Ellis opened the debate in the affirmative, and after a discussion the question, on being put to the meeting, was decided in the negative by the casting vote of the chairman. There were twenty-seven members present. The next meeting of the society will be held on January 10, 1882, and not on the 20th inst. as announced.

## UNITED LAW STUDENTS' SOCIETY.

At a meeting held at Clement's-inn Hall on Wednesday, November 30, Mr. Dowson in the chair, Mr. Hamilton moved—"That actions for breach of promise of marriage ought to be abolished." He was opposed by Messrs. Richardson, Jenks, Shirley, and Robinson, and supported by Mr. Rundle-Levey. Messrs. Brown and Conybeare having spoken from a neutral point of view, Mr. Hamilton replied. The chairman then summed up, and the motion on being put to the meeting was negatived by a minority of four. Members present, 16; visitor, 1. Mr. Sydney-Kempster was elected a member of the society.

On the 5th of December the society met at the Law Institution for the purpose of discussing the question, "Is there, on the sale of goods by a manufacturer of such goods, who is not otherwise a dealer in them, and in the absence of usage, an implied contract that the goods shall be of the manufacturer's own make?" (*Johnston* v. *Raylton*, L. R. 7 Q. B. D. 438). The discussion was opened by Mr. Shirley Shirley, who took a negative view of the question, and was supported by Mr. Spence, the opposers being Messrs. Richardson and Davies. Mr. Shirley replied, and the chairman having summed up, the question was put to the meeting, the result being an equal division of votes. The chairman then gave his casting vote in favour of the opener's contention.

At a general meeting of the society held at Clement's-inn Hall on the 7th of December, Mr. Maclaren in the chair, a lively discussion took place upon the subject of "The general and special fines imposed by the rules of the society." Mr. Spence's Bill to amend the criminal law was taken in committee, and after an animated debate sections 1, 2, 3, and 5 were agreed to, and section 4 passed in an amended form. Messrs. Spence, Shirley, Richardson, Parsons, Tillotson, Conybeare, Hobbs, and Kaios-Jackson spoke upon the various sections; and the further consideration of the Bill was ultimately adjourned. Members present, 17. Visitors, 2.

The annual dinner of the society will take place in January.

## MANCHESTER LAW STUDENTS' SOCIETY.

The third meeting of the session of this society was held at the Law Library, Cross-street Chambers, on Tuesday evening, the 29th ult., when the chair was occupied by C. J. Fleming, Esq., barrister-at-law. The question for discussion was—"Should a trader be allowed to mortgage his stock-in-trade by a bill of sale?" The affirmative was supported by Messrs. Law, Coward, Cleworth, Innes, Howarth, Hardman, and the hon. secretary (Mr. Price), and the negative by Messrs. Peacock, Walley, and Rycroft, and after the summing up of the chairman the question was decided in the affirmative by a majority of one vote. A vote of thanks to the chairman closed the proceedings.

## BIRMINGHAM LAW STUDENTS' SOCIETY.

The 697th ordinary meeting of the Birmingham Law Students' Society was held in the Law Library, Bennett's-hill, Birmingham, on Tuesday, the 6th of December. The chair was taken by E. Orford Smith, Esq., town clerk of Birmingham. The following was the subject for debate:—"That in view of the probable legislation in favour of county boards being established for regulating the taxation and local government of rural England, it is expedient that the union or rural sanitary district should be adopted as the primary area for all purposes." Mr. Streetly opened the discussion on the affirmative side, and was followed by Messrs. Coley and W. S. Rogers. Messrs. Cochrane and G. Huggins spoke on the negative side of the question, arguing that the parish would be a better primary area than the union. The opening speakers on either side having replied, the chairman closed the discussion with an able address, remarkable for its comprehensive treatment of the subject. Upon his putting the question to the meeting the voting was: for the affirmative 13, for the negative, 8. A vote of thanks to the chairman concluded the meeting.

# LEGAL APPOINTMENTS.

Mr. HENRY HARDINGE SAMUEL CUNYNGHAME, barrister, has been appointed a Commissioner to inquire into the Condition of the Office of the Administrator-General for the Colony of British Guiana. Mr. Cunynghame is a graduate of St. John's College, Cambridge, and he was called to the bar at the Inner Temple in November, 1875.

Mr. RANDOLPH CHARLES WANT, solicitor, of 34, Clement's-lane, E.C., has been appointed a Commissioner for Oaths, &c., in the Supreme Courts of Victoria, Queensland, South Australia, Western Australia, and Tasmania.

Mr. SAMUEL BRIGHT WILLIAMS, solicitor, of Redditch, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. THOMAS GARROLD STALLARD, solicitor, of Worcester and Tewkesbury, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOHN ADYE CURRAN, of the Irish bar, has been appointed a Police Magistrate for the City of Dublin, in succession to the late Mr. William Exham, Q.C.

Mr. QUINTUS CHARLES COLMORE, solicitor, of Birmingham, has been elected Clerk to the Magistrates for that borough, in succession to Mr. Thomas Henry Gem, deceased. Mr. Colmore was admitted a solicitor in 1876.

Mr. EDWARD HARRY ADCOCK, solicitor, of Palmerston-buildings, Old Broad-street, E.C., and Croydon-road, Penge, Surrey, has been appointed a Commissioner for the States of New York, Ohio, Pennsylvania, Massachusetts, Illinois, Connecticut, Rhode Island, and Providence Plantations, North Carolina, Tennessee, and California, United States of America, for taking Proofs and Evidence and Acknowledgments of Deeds and for Affidavits, and also for certifying as to Patents and Records, &c. Mr. Adcock was admitted in Hilary Term, 1865.

## DISSOLUTION OF PARTNERSHIP.

ROBERT THOMAS LEYSON and JENKIN JONES, solicitors, Swansea (Leyson & Jones). Nov. 26. [*Gazette*, Dec. 13.]

# COMPANIES.

## WINDING-UP NOTICES.

### Joint Stock Companies.

#### Limited in Chancery.

Faversham Brickfields Company, Limited.—Petition for winding up, presented Dec 7, directed to be heard before Chitty, J, on Dec 17. Longcroft and Myers, Clement's inn, solicitors for the petitioner

Hapod Brewery Company, Limited.—Petition for winding up, presented Dec 6, directed to be heard before Chitty, J, on Dec 17. White, Poultry, agent for Leyson Swansea, solicitor for the petitioner

Hawkstor China Clay Company, Limited.—Petition for winding up, presented Dec 7, directed to be heard before Chitty, J, at Roll's yard, Chancery lane, on Dec 17. Tibbitts and Son, Field ct, Gray's inn, solicitors for the petitioners

Patent Automatic Knitting Machine Company, Limited.—Creditors are required, on or before Jan 4, to send their names and addresses, and the particulars of their debts and claims, to Sidney Hersee, Palmerston bldgs, Old Broad st. Wednesday, Jan 18, at 12, is appointed for hearing and adjudicating upon the debts and claims

Silica Company, Limited.—Petition for winding up, presented Dec 5, directed to be heard before Chitty, J, on Dec 17. Beall and Co, Queen Victoria st, solicitors for the petitioners

Southend Marine Palace Company, Limited.—By an order made by Fry, J, dated Dec 2, it was ordered that the voluntary winding up of the company be continued. Hollingsworth and Co, East India avenue, solicitors for the petitioners

[*Gazette*, Dec. 9.]

Coalville Brick and Terra Cotta Company, Limited.—By an order made by Chitty, J, dated Dec 3, it was ordered that the voluntary winding up of the company be continued. Wright, Fenchurch bldgs, solicitor for the petitioner

Cumberland Steam Cultivation Company, Limited.—By an order made by Chitty, J, dated Dec 3, it was ordered that the said company be wound up. Speechly and Co, New inn, solicitors for the petitioners

London and Provincial Supply Association, Limited.—By an order made by Chitty, J, dated Dec 3, it was ordered that the voluntary winding up of the association be continued. Piesse and Son, Old Jewry chambers, solicitors for the petitioners

Nilgherry South Indian Gold Mining Syndicate, Limited.—Petition for winding up, presented Dec 10, directed to be heard before Hall, V.C., on Jan 13 Eostwood, Great St Helens, solicitor for the petitioners

Cellwyn and Dulais Colliery Company, Limited.—Hall, V.C., has by an order, dated Aug 9, appointed William Waddell, Queen Victoria st, to be official liquidator

Texas Freehold Farm and Emigration Union, Limited.—By an order made by Hall, V.C., dated Dec 2, it was ordered that the union be wound up. Labrow, Finsbury pavement, solicitor for the petitioner

[*Gazette*, Dec. 13.]

#### Unlimited in Chancery.

Company of Proprietors of the Horncastle Navigation.—Petition for winding up, presented Dec 5, directed to be heard before Chitty, J, on Dec 17. Tempany, Bedford row, solicitor for the petitioners

Syndicate of the Mining Property Placer Aurifero General Alvarez.—By an order made by Fry, J, dated Dec 2, it was ordered that the syndicate be wound up. Edwards and Son, Cloak lane, solicitors for the petitioner

[*Gazette*, Dec. 9.]

Hull Rechabite Savings Fund and Equitable Loan Society.—Chitty, J., has fixed Dec 22, at 12, at his chambers, for the appointment of an official liquidator

[*Gazette*, Dec. 13.]

### Friendly Societies Dissolved.

Brooks Lodge, G.U.O.O.F., Black Bull Inn, Bentham, York. Nov 7

[*Gazette*, Dec. 9.]

Coventry and Warwickshire Sick and Funeral Society, Meriden Tavern, New bldgs, Coventry, Warwick. Dec 9

Promoters of Sobriety and Economy Friendly Society, Market Hall, Brynmawr, Brecon. Dec 9

Robert Burns Society, Stag Inn, Kinver, Stafford. Dec 8

[*Gazette*, Dec. 13.]

# OBITUARY.

## MR. RALPH DICKINSON GOUGH.

Mr. Ralph Dickinson Gough, solicitor, formerly of Wolverhampton, died at his residence at Willenhall on the 9th inst. Mr. Gough was born in 1822. He was admitted a solicitor about the year 1845, and practised for over fifteen years at Wolverhampton. In 1863, shortly after his retirement from practice, he was placed on the commission of the peace for Staffordshire; and he was very active in his magisterial duties, his legal training and knowledge proving extremely valuable. Mr. Gough was also a magistrate for Montgomeryshire. He was for many years chairman of the Willenhall Local Board and of the Willenhall Board of Guardians, and both those bodies have passed resolutions expressive of condolence with his family.

## MR. THOMAS HENRY GEM.

Mr. Thomas Henry Gem, solicitor, of Birmingham, died at Leamington, from paralysis, on the 3rd inst. Mr. Gem was born in 1819. He was admitted a solicitor in 1841, and had ever since practised at Birmingham. He had an extensive private practice, and had been clerk to the magistrates for the borough of Birmingham since 1856. He was also clerk to the county magistrates, and to the Commissioners of Taxes for the hundred of Hemlingford. Mr. Gem was one of the earliest supporters of the Volunteer movement at Birmingham, and at the time of his death held the rank of Major in the 1st Warwickshire Rifles. He was buried on the 10th inst.

## CHIEF JUSTICE FRENCH.

Mr. George French, Chief Judge of the Supreme Consular Court for China and Japan, died at Kobe, Japan, on the 13th ult. The late Chief Justice was educated at Shrewsbury School and at Caius College, Cambridge. He was called to the bar at Lincoln's-inn in Easter Term, 1844, and formerly practised in the Chancery Division. He had a long experience as a law reporter. He resided for several years at Brentwood, at which place he often sat as judge of the county court in Essex, as deputy for Mr. Gurdon, the late judge of Circuit No. 38. In 1867 Mr. French was appointed Chief Justice of the colony of Sierra Leone. He returned to England in 1875, and in 1877 he was appointed Chief Judge of the Supreme Consular Court for China and Japan, and he held that office until his death. He leaves a large family.

## MR. TOM JOHNSON MASON.

Mr. Tom Johnson Mason, solicitor, of Chester, died in London on the 12th ult., from rheumatic gout. Mr. Mason was born in 1841. He was for several years a clerk in the office of Mr. John Postlethwaite Cartwright, the present sheriff of the city of Chester, with whom he ultimately served his articles, and he was admitted a solicitor in 1876. He was for a short time in partnership with Mr. Maurice Nordon, of Liverpool, but more recently he had practised alone. He held the office of Chief Conservative Registration Agent for West Cheshire. Mr. Mason was a member of the Chester Town Council as a representative of Trinity Ward. When attacked with his last illness he had come to town with a deputation to the President of the Local Government Board on the subject of the pollution of the River Dee. He leaves a widow and five children. Mr. Mason was buried at the Chester Cemetery on the 16th ult.

## MR. YARD EASTLY.

Mr. Yard Eastly, solicitor and notary, of Paignton and Torquay, died at his residence, Southfield, Paignton, on the 15th ult. Mr. Eastly was born in 1826. He was admitted a solicitor in 1848, and had for many years carried on business both at Paignton and Torquay. He was a perpetual commissioner for Devonshire, and a notary public, and he had an extensive private practice. He had also been for many years clerk to the Commissioners of Income Tax for the division of Hayton, steward of the manor of Paignton, and Conservative registration agent for the Torquay district. Mr. Eastly was a member of the Torquay School Board. He was buried at Paignton at the 18th ult.

## MR. ROBERT ALLAN FITZGERALD.

Mr. Robert Allan Fitzgerald, barrister, died at his residence, Chorleywood, Hertfordshire, on the 28th ult., after a long illness. Mr. Fitzgerald was the second son of Mr. Thomas Fitzgerald, of Shalstone, Buckinghamshire, and was born in 1834. He was educated at Harrow and at Trinity College, Cambridge, and was called to the bar at Lincoln's-inn in Michaelmas Term, 1860. He was a member of the old Norfolk Circuit, but he had for some time ceased to practise. Mr. Fitzgerald was well known as a cricketer. He played in the Harrow and Cambridge elevens, and he was for several years secretary to the Marylebone Cricket Club, the interests of which body he actively promoted, the purchase of the freehold of Lord's Ground having been carried out during his tenure of office. About four years ago he was compelled through ill-health to resign the secretaryship. In the summer of 1872 he was captain of the amateur eleven of cricketers who visited Canada and the United States. Mr. Fitzgerald was married to a daughter of Mr. James Rigby, of Moss House, Lancashire.

## MR. JOHN THOMAS AMBROSE.

Mr. John Thomas Ambrose, solicitor, of Manningtree and Mistley, died at his residence at the latter place on the 22nd ult., in his eighty-fourth year. Mr. Ambrose was born in 1798. He was admitted a solicitor in 1836, and had practised for nearly forty-five years at Manningtree and at Mistley, where he had an important practice. Mr. Ambrose was a man of quiet and retiring habits, and was highly esteemed on account of his amiable disposition and his wide-spread liberality. He was a liberal supporter of the Essex and Colchester Hospital, and was also one of the founders of the Eastern Counties Asylum for Idiots, of which institution he was vice-president. Mr. Ambrose was unmarried. He was buried at Mistley on the 26th ult.

---

It is stated that Lord Justice Lush, having had a return of the weakness from which he suffered prior to the Long Vacation, has been advised to abstain from performing his judicial duties during the remainder of the present sittings.

Until the return of the judges from the winter circuits, one court will sit *in Banc* in the Queen's Bench Division on Mondays and Thursdays to hear motions, and two courts on those days will proceed with the trial of jury actions, while on the other days of the week four courts will sit to try actions. Mr. Justice Stephen will be the judge who will attend at chambers.

According to *Kemp's Mercantile Gazette*, the number of bills of sale filed in England and Wales during the week ending December 10 was 1,072. The number in the corresponding week of last year was 1,116, showing a decrease of 44, being a net decrease, in 1881, to date, of 4,128. The number filed in Ireland during the same week was 26. The number in the corresponding week of last year was 37, showing a decrease of 11, being a net increase in 1881, to date, of 287. The number of failures in England and Wales gazetted during the week ending Saturday, December 10, was 256. The number in the corresponding week of last year was 271, showing a decrease of 15, being a total decrease, in 1881, to date, of 909.

# CREDITORS' CLAIMS.

## CREDITORS UNDER ESTATES IN CHANCERY.
### LAST DAY OF PROOF.

Cockle, Henry Thomas, Witchford, Isle of Ely. Dec 31. Cockle v Pyke, Chitty, J. Willain, Furnival's inn

Downey, Daniel, Bethnal Green, Artist. Dec 31. Downey v Downey, Chitty, J. Eley, New Broad st

George, Joseph, Loughborough rd, Brixton, Gent. Dec 24. Stahlschmidt v Clarke, Fry, J. Prideaux, Goldsmiths' Hall

May, Thomas, Upper Appleford, Isle of Wight, Yeoman. Dec 23. May v May, Fry, J. Piesse, Old Jewry chambers

Powell, Llewellyn, Glyn Tawe, Ystradgunlais, Brecon, Farmer. Dec 31. Powell v Powell, Hall, V.C. Games, Brecon

Simpson, John, Bedford st, Covent garden, Tool Manufacturer. Jan 2. Brown v Simpson, Hall, V.C. Booty, Gray's inn

Smith, Henry, Great Dover st, Saddler. Dec 31. Jenner v Smith, Hall, V.C. Weymouth, Essex st, Strand

Yorke, Reginald Beauchamp, Park lane, Esq. Dec 31. Hambro v Yorke, Hall, V.C. Whitehouse, Charles st, St James's sq [*Gazette*, Nov. 29.]

Barry, John David, Richmond terr, Shepherd's Bush, Civil Engineer. Dec 23. White v Barry, Bacon, V.C. Row, New Broad st

Davenport, Elizabeth, Cringleford Hall, nr Norwich. Dec 31. Barlee v Horchler, Chitty, J. Barlee, Finsbury circus

Fowler, William Bowll, Warkworth, Northumberland, Gent. Dec 31. Moore v Bindmarsh, Chitty, J. Hindmarsh, Alnwick

Harker, Thomas, Harrogate, York, Esq. Jan 6. Harker v Harker, Chitty, J. Strother, Killinghall, nr Ripley

Hiscock, Albert, Wormwood st, Mat Dealer. Jan 9. Bradford v Hiscock, Hall, V.C. Houghton and Byfield, Gracechurch st

Reid, Maria, Silver st, Golden sq. Dec 31. Reid v Lewis, Hall, V.C. Belfrage, John st, Bedford row

Summerland, William Randall, Hanover sq, Kennington, Gent. Jan 4. Satchwell v Smith, Bacon, V.C. Prockter, Princes st, Spitalfields

Thorpe, Samuel, Greetham, Rutland, Butcher. Dec 31. Law v Thorpe, Hall, V.C. Atter, Stamford, Lincoln [*Gazette*, Dec. 2.]

Allsop, William Griffis, Nottingham, Gent. Dec 3. Gell v Carver, Chitty, J. Acton, Nottingham

Hicks, Lavinia Legassicke, Notting hill. Jan 13. Gervis v Cooper, Chitty, J. Cooper, Threadneedle st

Hepworth, Henry, Druid st, Bermondsey. Dec 21. Fuller v Reeve, Bacon, V.C. Hughes, Eastcheap

Morgan, William, Avenell rd, Islington, Licensed Victualler. Jan 5. Nicholson and Co v Morgan, Chitty, J. Smith, Furnival's inn

Petty, Zachariah Marlay, Reepham, Lincoln, Retired Farmer. Jan 10. Andrews v Petty, Chitty, J. Danby, Lincoln

Turner, Lucretia, Hamfrith rd, Stratford. Jan 10. Glenister v Harding, Chitty, J. Jennings, Leadenhall st

Webb, Emma Deborah Elizabeth, Avondale sq, Old Kent rd. Dec 30. Webb v Webb, Hall, V.C. Lewty, John st, Bedford row

Yule, Robert, Gravesend, Draper. Jan 4. Yule v Russell, Bacon, V.C. Baily, Dartford [*Gazette*, Dec. 6.

## CREDITORS UNDER 22 & 23 VICT. CAP. 25.
### LAST DAY OF CLAIM.

Abbott, Samuel, Harbertonford, Devon, Innkeeper. Dec 23. Kellock, Totnes, Devon

Balleras, Francesca, Marlborough pl, St John's Wood. Jan 2. Thompson and Co, Cornhill

Banks, Richard, Liverpool, Butcher. Jan 1. Payne and Son, Liverpool

Banks, Stephen, Bilting, Kent, Farmer. Jan 2. Hallett and Co, Ashford, Kent

Betts, Richard, Greenhill, Kent, Farmer. Jan 7. Curtis and Betts, Gray's inn

Briggs, Elizabeth, Balsall Heath, Worcester. Dec 31. Bloxham and Son, Bennett's hill, Birmingham

Burke, Hubert Plunkett, Auberies, Essex, Lieut.-Col. Dec 31. Remnant and Co, Lincoln's inn fields

Collee, Caroline, Montpelier sq, Brompton. Dec 31. Keays, St James's

Cowan, Jessin, Holles st, Cavendish sq. Dec 31. Goodhart and Medcalf, Gt George st

Dixon, Ruth, Grange, Bilting, Kent. Jan 2. Hallett and Co, Ashford

Dixon, Rev. John Jones, Hindley, Wigan. Jan 17. Claye and Son, Manchester

Field, Charles Dyke, Forest Hill, Kent. Dec 28. Diggles, Hibernia chbrs, London bdge

Finch, John, Tunbridge Wells, Esq. Jan 9. Shepheard, Finsbury circus

Gladwin, Charles Dakeyne, Belmont, Chesterfield, Derby, Colonel. Dec 20. Jebb and Son, Boston

Goulden, Mary Anne, Salford, Lancaster. Jan 2. Parker, Manchester

Hughes, John, Liverpool, Commission Merchant. Dec 31. McGowen, Liverpool

Hugo, Agnes Jane, Amhurst rd, Hackney. Dec 31. Barough, Throgmorton st

Kidd, Isabella, Plaistow, Essex. Dec 31. Marsh, Fen court

Lombard de Luc, Charles Louis Valbey, Forest hill, Kent. Dec 31. Orton, Basinghall st

Luke, James, High Wycombe, Bucks, Esq. Jan 1. Russell and Co, Old Jewry chbrs

Lygo, Thomas, Ansty, Leicester, Blacksmith. Jan 2. Salusbury, Leicester

Marks, Thos. Edwin, Knowle, Bedminster, Somerset, Gent. Dec 31. Sinnett and Spofforth, Broad st, Bristol

Merton, Benjamin Moses, Westbourne ter, Hyde park, Esq. Dec 31. Skynner, Fleet st

Sangster, Emily, Whitechapel rd, Seed Merchant. Dec 31. Ashbridge, Whitechapel rd

Skurray, John, Swindon, Wilts, Farmer. Jan 12. Kinneir and Tombs, Swindon

Swinburne, Emily Elizabeth, Park st, Grosvenor sq. Dec 31. Fulvoye and Co, John st, Bedford row

Taylor, James, Hyson Green, Nottingham, Gent. Dec 31. Norman, Middle pavement, Nottingham

Treliawny, Edward John, Sompting, Sussex. Jan 31. Whitley, North ter, Camberwell

Wade, James, Wakefield, Retired Farmer. Jan 1. Simpson, Manchester

Watson, William Chamberlain, Derby, Accountant. Jan 24. Shaw, Wardwick

Willcox, John Williams, Madeley, Salop, Gent. Jan 31. Potts and Potts, Broseley, Shropshire [*Gazette*, Nov. 25.]

Adolphus, C., York terrace, Regent's pk, Medical Electrician. Jan 31. Crowther, Chancery lane

Banham, Susannah, Walsoken, Norfolk. Dec 28. Dawbarn and Wise, Wisbech and March

Barnes, Ellen, Flixton, Lancaster. Dec 9. Ellison, Glossop

Bowden, Charles, Cornwall rd, Brixton, Surrey, Baker. Dec 31. Gidney, Finsbury circus

Burroughs, Charlotte Mary, Cheltenham, Gloucester. Dec 31. Briggs and Co, Lincoln's-inn-fields

Burton, John, Winson Green, Birmingham. Jan 19. Powell and Browett, Birmingham

Campbell, James, Blackheath, Kent, Civil Engineer. Jan 16. Combe and Wainwright, Staple inn

Carter, Theophilus, Birmingham. Feb 1. Copner, Birmingham

Coppard, Sarah, Keymer, Sussex. Jan 16. Clarke and Co, Brighton

Duff, Anne, Southport, Lancaster. Jan 1. Smith and Son, Liverpool

Farrar, Eliza, Whitefield within Pilkington, Lancaster. Dec 12. Grundy and Son, Manchester

Hatfield, Henry, Blackheath hill, Greenwich, Kent, Builder. Jan 24. Bristow, Greenwich

Hawes, Phœbe, Charlton, Wilts. Dec 31. Clark and Smith, Malmesbury

Hogben, Thomas, Ramsgate, Licensed Victualler. Jan 7. Snowden and Wotton, Ramsgate

Holland, Eliza Jane, Upper Phillimore pl, Kensington. Jan 4. Johnsons and Co, Austin Friars

Kirby, Marianne, Shacklewell lane. Dec 31. Young and Sons, Mark lane

Lingard, Charles, Walkley, Sheffield, Yeoman. Dec 28. Broomhead and Co, Sheffield

Matthewman, Mallinson Amory, Brimstage, Birkenhead, Chester, Gent. Jan 6. Parkin and Co, Doncaster

Morton, Harry, Jordangate, Macclesfield, Tobacconist. Dec 31. Parrott, Macclesfield

Nadal, Charlotte, Denisford rd, Camberwell pk, Surrey. Dec 20. Young and Co, St Mildred's ct, Poultry

Perton, George, Prestbury, Gloucester, Esq. Dec 31. Ticehurst and Sons, Cheltenham

Reid, Carlotta, Hertford st, Mayfair. Jan 23. Wilde and Co, College hill

Shiell, William Robson, Chester le street, Durham, Surgeon. Dec 31. Armstrong, Newcastle on Tyne

Skaife, James, Commercial rd, Limehouse, Galvanized Iron Manufacturer. Dec 31. Jones, Spital sq, London

Smith, Charles William, New Windsor, Upholsterer. Jan 31. Long and Co, Windsor

Smith, Rebecca, Sheffield. Dec 30. Smith and Co, Sheffield

Streatfeild, George Savile, Brompton crescent. Dec 31. Crosse and Sons, Lancaster pl, Strand

Wetherfield, Arthur Thomas, Montpelier row, Hammersmith, Lighterman. Feb 1. Crosse and Sons, Lancaster pl, Strand

Wimpenny, Walter, Netherton, Huddersfield, York. Dec 31. Fisher and Preston, Huddersfield

Wippell, Rev William, Woodbury, Devon, Minister of the Gospel. Feb 1. Huggins, Exeter

Wood, Joseph, Lines, Sutton, Macclesfield, Chester, Bone and Glue Merchant. Jan 10. Hand, Macclesfield

Woodhouse, Richard, Lancaster, Tea Dealer. Jan 1. Brown and Himnell, Bolton [*Gazette*, Nov 29.]

Anderson, Sophia, Clarendon terr, Maida Vale. Dec 31. Watson, Leadenhall st

Cappelain, John Le, Wood lane, Highgate, Gent. Dec 31. Hurford and Taylor, Furnival's inn

Cossins, Benjamin, Stockton-on-Tees, Bath Manager. Feb 16. Newby and Co, Stockton-on-Tees

Dowdeswell, Edward Arkell, Birkenhead, Licensed Victualler. Jan 14

Duke, John, Courtwick, Lecminster, Sussex. Dec 31. Rooke and Sons, Lincoln's inn fields

Elliott, Maria, Sutton-in-Ashfield, Nottingham. Dec 24. Hibbert, Mansfield

Evans, Caroline, Llangollen, Denbigh. Dec 23. Boyle, Mecklenburg sq

Field, Charles Ventris, Furnival's inn, Solicitor. Jan 11. Avory, Sessions House, Old Bailey

Gould, Ann Harris, Sampford Brett, Somerset. Dec 31. Sweet and Son, Taunton

Hobbs, William Harpole, Sandgate, Kent, Butcher. Dec 31. Brockman, Folkestone

Holliday, Hannah Eliza, Whitfield st, Soho. Dec 28. Richardson and Sadler, Golden sq

Jeffery, John, Longfleet, Dorset, Farmer. Jan 1. Witt and Kemp-Welch, Poole

Jones, Edward, Sydenham, Kent, M.D. Dec 31. Lane, Gresham st

Jones, Eleanor, Blackstock rd, Finsbury pk. Jan 10. Mills and Co, Brunswick pl

Lanning, Charles, Bath, Carpenter. Dec 31. Holloway, Bath

Lewis, Charles Orpheus, Dalston, Wine Merchant. Dec 31. Wootton and Son, Finsbury circus

Morgan, Thomas, Hounslow, Gent. Jan 16. Woodbridge and Sons, Clifford's inn

Muir, Margaret, Wye House Asylum, Buxton, Derby. Dec 31. Bateson and Co, Liverpool

Norton, Thomas, Sutton Coldfield, Warwick, Silversmith. Dec 21. Ryland and Co, Birmingham

Palfreyman, Ann, Farnsfield, Nottingham. Dec 24. Hibbert, Mansfield

Pope, George, Watford, Hertford, Clerk to Watford Burial Board. Jan 31. Sedgwick and Turner, Watford

Potts, John Marks, Newcastle-on-Tyne, Wireworker. May 13. Adamson, North Shields

Rose, Daniel, Sturminster, Dorset, Yeoman. Dec 25. Dashwood, Sturminster

Smith, Mary Ann, Jarrow, Durham. Feb 1. Scott, Newcastle-on-Tyne

Tribe, Edwin, Homewood rd, Mitcham. Dec 31. Rooke and Sons, Lincoln's inn fields

Tunstall, John, Brompton rd, Silversmith. Dec 31. Poncione and Leggatt, Raymond bldgs, Gray's inn

Vale, William, Hatfield Broad Oak, Essex, Steam Thresher. Dec 31. Acklands and Nockolds, Bishop's Stortford

Vause, Hannah, Thorne, York. Feb 1. Foster, Thorne

Wall, Joanna, Wisbech, Cambridge. Dec 24. Collins, Wisbech

Woodard, Joseph, Canterbury, General Dealer. Feb 1. Sankey and Co, Canterbury

Woodhams, William Nuthall, Tonbridge, Kent, Gent. Feb 1. Stenning, Tonbridge [*Gazette*, Dec. 2.]

# COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | | Court of Appeal. | V. C. Bacon. | V. C. Hall. |
|---|---|---|---|---|
| Monday, Dec. | 19 | Mr. Teesdale | Mr. Clowes | Mr. King |
| Tuesday | 20 | Farrer | Koe | Merivale |
| Wednesday | 21 | Teesdale | Clowes | King |
| Thursday | 22 | Farrer | Koe | Merivale |
| Friday | 23 | Teesdale | Clowes | King |
| | | Mr. Justice Fry. | Mr. Justice Kay. | Mr. Justice Chitty. |
| Monday, Dec. | 19 | Mr. Leach | Mr. Jackson | Mr. Pemberton |
| Tuesday | 20 | Latham | Cobby | Ward |
| Wednesday | 21 | Leach | Jackson | Pemberton |
| Thursday | 22 | Latham | Cobby | Ward |
| Friday | 23 | Leach | Jackson | Pemberton |

**The Christmas Vacation will commence on Saturday, the 24th day of December, and terminate on Friday, the 6th day of January, 1882, both days inclusive.**

## WINTER ASSIZES.

**The following dates have, up to the present time, been fixed :—North Wales Circuit (Lindley, L J.)—Welshpool, Monday, January 16; Dolgelly, Thursday, January 19; Carnarvon, Saturday, January 21; Beaumaris, Thursday, January 26; Ruthin, Saturday, January 28; Mold, Wednesday, February 1; Chester, Saturday, February 4; Cardiff, Saturday, February 11; and Mr. Justice Watkin Williams has arranged the following days for the assizes on**

the South Wales Circuit—viz., Haverfordwest, Wednesday, January 18; Cardigan, Saturday, January 21; Carmarthen, Wednesday, January 25; Brecon, Monday, January 30; Presteign, Thursday, February 2; Chester, Saturday, February 4; Cardiff, Saturday, February 11. Both civil and criminal business will be taken at these assizes. Western Circuit (Lord Coleridge, C.J., and Bowen, J.).—Devizes, Wednesday, January 11; Winchester, Saturday, January 14; Dorchester, Friday, January 20; Exeter and City, Tuesday, January 24; Bodmin, Monday, January 30; Taunton, Thursday, February 2; Bristol, Tuesday, February 7. Both civil and criminal business will be tried at these assizes. North-Eastern Circuit (Mathew, J., and Cave, J.).—Newcastle, Wednesday, January 11; Durham, Wednesday, January 18; York, Wednesday, January 25; Leeds, Tuesday, January 31. Both civil and criminal business will be taken at these assizes.

---

VALUE OF LAND IN THE CITY.—No. 50, Eastcheap, containing 1,685 superficial feet, was let by auction by Messrs. Philip D. Tuckett & Co., of 10a, Old Broad-street, on Wednesday last, on building lease for eighty years, at a ground-rent of £1,200 per annum.

At the Stock and Share Auction Company's sale, held on Tuesday last, at their sale-room, Crown Court-buildings, Old Broad-street, the following were amongst the prices obtained:—New Wye Valley Lead Mining £1 shares, fully paid, 5s.; Lady Ashburton Silver Mining £1 shares, fully paid, 6s. 6d.; North London Suburban Tramways shares, £3 11s.; New Civil Service Co-operation £3 15s. preference shares, 55s.; Wynaad District Gold Mining £1 shares, fully paid, 6s.; Southwark and Deptford Tramways £10 shares, fully paid, £8; Great Southern Mysore Gold Mining £1 shares, fully paid, 7s.; Tramways Trust Company £5 shares, fully paid, £4; Wala-Wynaad Indian Gold Mining shares (in liquidation), 1s. 6d.; Pioneer Mines £1 shares, fully paid, 16s.; and other miscellaneous securities were dealt in at market prices.

NO MORE GAS IN DAYTIME.—More than 30,000 of Chappuis' Daylight Reflectors are fitted up in London only, by which means gas is done away with, and the places rendered cheerful and healthy, added to which a considerable economy is effected. Prospectus sent on receipt of two stamps addressed to (S. J.) Chappuis, 69, Fleet-street, London.—[ADVT.]

---

## BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

APPLETON.—Dec. 10, at Greenhill, near Wigan, Lancashire, the wife of Charles Appleton, solicitor, of a son.

CORRIE.—Nov. 29, at 7, Sunderland-terrace, Westbourne-park, the wife of E. Knowles Corrie, barrister-at-law, of a daughter, survived her birth only a few hours.

FREEMAN.—Nov. 30, at Eugenie-villa, Ravenscourt-park, W., the wife of George D. Freeman, solicitor, of a daughter.

WILLIS.—Dec. 1, at Woodville-lodge, Blackheath, the wife of Frederick Cooper Willis, barrister-at-law, of a daughter.

MARRIAGES.

CANNOT—MYERS.—Dec. 7, at the Registrar's office, St. James's, Piccadilly, Emile H. M. Cannot, barrister-at-law, of Lincoln's-inn, to Rebekah, daughter of A. Myers, 6, Savile-row, St. James's.

HELLYER—NICHOLSON.—Dec. 13, at St. Matthew's Church, Brixton, Robert Edgcombe Hellyer, solicitor, of Portsea, Hants, to Annie, only child of Robert T. Nicholson, of Brixton.

DEATHS.

BRETT.—Nov. 30, drowned by the upsetting of a boat off Ryde-pier, John Lowdham Brett, barrister-at-law, late of Corfe-lodge, Wimborne, Dorset, aged 77.

CURTIS.—Dec. 13, Charles John Curtis, solicitor, of 122, Portsdown-road, Maida-vale, aged 54.

JENCKEN.—Nov. 25, at 16, St James's-square, Notting-hill, Hy. D. Jencken, barrister-at-law, aged 56.

---

# LONDON GAZETTES.

### Bankrupts.

FRIDAY, Dec 9, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Best, George Frederick, Railton rd, Brixton, China Dealer. Pet Dec 6. Murray. Jan 13 at 11

Blanchard, Sidney, Porchester sq. Pet Dec 6. Murray. Jan 13 at 11

Jones, William, Dalmeney rd, Tuffnell park, Builder. Pet Dec 7. Brougham. Dec 20 at 11

Morton, John Maccabe, Liverpool, Journalist. Pet Dec 5. Pepys. Dec 21 at 12.30

Parr, Codrington, Lincoln's inn fields. Pet Nov 17. Hazlitt. Dec 21 at 11

Pauley, G W , Beak st, Regent st, Coffee House Keeper. Pet Dec 8. Hazlitt. Dec 21 at 2

Schott, Morris, Spencer st, Clerkenwell, Watch Importer. Pet Dec 7. Brougham. Dec 21 at 1

Simmons, John, Budge row, Cannon st, Accountant. Pet Dec 5. Pepys. Dec 21 at 11

To Surrender in the Country.

Amos, Mark, Westbury-on-Trym, Iron Hurdle Manufacturer. Pet Dec 6. Harley. Bristol, Dec 21 at 2

Fisher, Mary, and John Fisher, Kilham, York, Farmers. Pet Dec 7. Rollit. Kingston-upon-Hull, Dec 20 at 3

Frank, Charles Henry, Northampton, Leather Merchant. Pet Dec 7. Dennis. Northampton, Dec 30 at 12

Grosvenor, Thomas Henry, Birmingham, Tailor. Pet Dec 5. Cole. Birmingham, Dec 22 at 2

Holmberg, Constantine, Kingston-upon-Hull, Commission Agent. Pet Dec 3. Rollit. Kingston-upon-Hull, Dec 20 at 3

Knight, John, Farnworth, nr Widnes, Manure Manufacturer. Pet Dec 5. Bellringer. Liverpool, Dec 20 at 12

Middows, Henry Lionel, Bristol, Commercial Traveller. Pet Dec 7. Harley, Bristol, Dec 20 at 2

Salmon, Alexander, Liverpool, Builder. Pet Dec 6. Cooper. Liverpool, Dec 21 at 12

Wainwright, Charles James, South Shields, Clothier. Pet Dec 7. Daggett. Newcastle, Dec 20 at 11

TUESDAY, Dec. 13, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Aldous, Alfred Gray, New Wandsworth, Grocer. Pet Dec 6. Willoughby. Wandsworth, Jan 3 at 11

Pyke, John Chatteris, Cambridge, Farmer. Pet Dec 8. Gaches. Peterborough, Jan 7 at 11

Thornton, Robert, Leicester, Plumber. Pet Dec 9. Moore. Leicester, Dec 20 at 12

### BANKRUPTCIES ANNULLED.

TUESDAY, Dec. 13, 1881.

Hayes, Thomas, Manchester, Slater. Dec 8

Preston, George, Sheffield, Provision Dealer. Dec 8

Williams, Henry Sketchley, Aston, nr Birmingham, Beer Retailer. Dec 9

### Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Dec. 9, 1881.

Allan, Alexander, High st, Islington, Lamp Warehouseman. Dec 23 at 12 at offices of Plunkett and Leader, St Paul's churchyard

Allcock, Walter, Birmingham, Grocer. Dec 23 at 11 at offices of Jaques, Temple row, Birmingham

Althoff, William Henry, Cable st, St-George's-in-the-East, Carman. Dec 16 at 2 at offices of Clark and Co, Tooley st, London bridge

Arnold, Francis, and John Thomas, Edith st, Northampton, Shoe Manufacturers. Dec 20 at 3 at offices of Walker, Market sq, Northampton

Bain, Samuel, Templar st, Leeds, Grocer. Dec 20 at 3 at offices of Jenkinson, Albion st, Leeds

Banks, John, Sedbergh, York, Saddler. Dec 20 at 11 at Black Bull Hotel, Sedbergh. Robinson, Sedbergh

Barrett, Samuel, Newton, Chester, Grocer. Dec 23 at 3 at offices of Hervey and Co, Hyde

Barwell, Frederick, New Malden, Surrey, Builder. Dec 22 at 1 at offices of Scott and Barham, King st, Cheapside

Bean, John Richard, John William Lamb, and Henry Bean, Leeds, Herbalists. Dec 20 at 3 at offices of Granger and Raper, Bank st, Leeds

Berry, John William, Alexandra Works, Keighley, Bingley, York, Machine Wool Comber. Dec 17 at 11 at offices of Peel and Co, Bradford, York

Bosher, Edward, and William Freeman, St Leonard's rd, Bromley, Oil and Colour Merchants. Dec 29 at 2 at offices of Shearer, Basinghall st. Proctor and Andrews, Princess st, Spitalfields

Boucher, Reuben, Trowbridge, Wilts, Baker. Jan 4 at 12 at offices of Rodway, Fore st, Trowbridge

Braithwaite, John Shaw, Manchester, Commission Agent. Dec 23 at 3 at offices of Boote and Edgar, Booth st, Manchester

Brown, Samuel, Coningsby, Lincoln, Chemist. Dec 27 at 2 at offices of Clitherow and Elsey, Lindsey ct, Horncastle

Carson, John, Docking, Draper. Dec 20 at 11 at offices of Bircham, Bridge st, Fakenham

Chance, Maria, Oldbury, Worcester, Licensed Victualler. Dec 22 at 11 at Globe Hotel, Mount Pleasant, Bilston. Bowen, Bilston

Challand, Joseph, sen., East Bridgford, Nottingham, Farmer. Dec 28 at 3 at offices of Whittingham, Middle pavement, Nottingham

Chatwin, Herbert, Birmingham, Coach Builder. Dec 19 at 2 at offices of Sargent and Son, Bennett's hill, Birmingham

Clarke, Thomas, Birmingham, Timber Merchant. Dec 20 at 12 at offices of Rawlings, Ann st, Birmingham

Clegg, Thomas, Oldham, Provision Dealer. Jan 2 at 3 at King's Arms Hotel, Yorkshire st, Oldham. Davies, Oldham

Collins, James William, St Thomas the Apostle, Devon, no occupation. Dec 27 at 10 at Railway Inn, Cowick st, St Thomas Apostle

Cooke, William Henry, Colebrooke row, Islington, Secretary to Public Company. Dec 19 at 11 at offices of Beall and Co, Queen Victoria st

Cooper, Joshua, Hockering, Norfolk, Baker. Dec 20 at 12 at offices of Sadd and Linay, Theatre st, Norwich

Cosedge, Charles Allen, Camberwell New rd. Dec 22 at 3 at office of Davis, Old Jewry chmbrs

Crisp, William Baker, St John st rd, Clerkenwell, Watchmaker. Dec 21 at 2 at offices of Miller and Miller, Sherborne lane

Cropper, William, Minting, Lincoln, Esq. Dec 30 at 11.30 at Bull Hotel, Horncastle. Bell and Ingoldby, Louth

Dalby, Edwin, Manchester, Boot Dealer. Dec 21 at 3 at offices of Rylance, Essex st, Manchester

Dunsford, John Robert, and Peter Bolton Dunsford, Willington, Durham, Grocers. Dec 28 at 11.45 at Northumberland and Durham Traders' Association, Grainger st West, Newcastle-upon-Tyne. Edgar, Bishop Auckland

Darch, James, Hill st, Walworth, Baker. Dec 19 at 12 at offices of Whitwell and Co, Finsbury sq bldgs, Chiswell st

Darlington, Thomas, Hanley, Stafford, Watch maker. Dec 17 at 11 at offices of Lawrence Old Hall st, Hanley

Davies, William, Oswestry, Salop, Cabinet Maker. Dec 22 at 2 at Crown Hotel, Shrewsbury. Minshalls, Oswestry

Daykin, Calvert Thomas, South Normanton, Derby, Grocer. Dec 28 at 12.30 at the Maypole Hotel, Long row, Nottingham. Wilson and Co, Alfreton

De Muench, Maximilian, Manchester, Provision Merchant. Dec 14 at 3 at offices of Beaumont and Co, Manchester

Dewhurst, John, Alston with Hothersall, Lancaster, Farmer. Dec 21 at 3 at offices of Ashurst, Winckley st, Preston

Drewitt, William, and Edward Pickering, Shelton, Hanley, Contractors. Dec 23 at 3 at the North Staffordshire Hotel, Stoke upon Trent. Sherratt. Kidsgrove

Edmonds, George Roff, Victoria pk rd, Flour Factor. Dec 23 at 3 at Mullen's Hotel, Ironmonger lane, Cheapside. Wild and Co, Ironmonger lane

Eccles, James, Mill lane, Whalley, Bobbin Maker. Dec 23 at 11 at offices of Cooper, Lune st, Preston

Evans, Benjamin, Bristol, Provision Dealer. Dec 19 at 10 at offices of Brown, Corn st, Bristol

Freeman, Luke, Dogmersfield, Southampton, Farmer. Dec 22 at 11 at offices of Knight, West Farnham

Ford, Robert, Stoke upon Trent, Stafford, Engineer. Dec 22 at 11 at offices of James, Nelson sq, Newcastle under Lyme

Gale, Walter Henry, Braishfield, Hants, Carpenter. Dec 20 at 3 at offices of Bell and Taylor, Portland st, Southampton

Grant, George, Cambridge Villa, Castle rd, Isle of Wight, Builder. Jan 3 at 11 at Warburton's Hotel, Newport, Isle of Wight. Joyce, Newport

Granger, George William, Clifton, Bristol, Cooper. Dec 22 at 2 at offices of Tribe and Co, Albion chambers, Bristol. Fussell and Co, Liverpool chambers, Corn st, Bristol

Gratte, Henry, Ilfracombe, Mineral Waters Manufacturer. Dec 20 at 2 at offices of Sibly, Exchange West, Bristol

Gray, John, Allerton, Bradford, Builder. Dec 19 at 3 at 35, Kirkgate, Bradford. Neill, Bradford

Gray, Walter Ashford, Ipswich, Suffolk, Clothier. Dec 23 at 12 at offices of Jackaman and Sons, Silent st, Ipswich

Gregory, James, Keadby, Lincoln, Confectioner. Dec 21 at 3 at Darby and Joan Hotel, Crowle. Pearson and Burtonshaw, Crowle
Greene, Henry, Queen st, Edgware rd, Builder. Dec 23 at 2 at offices of Mardon, York ter, Regent's Park
Grundy, Charles Richard, Southwell, Nottingham, Clothier. Dec 23 at 12 at offices of Acton and Marriott, Victoria st, Nottingham
Haines, William, East Dean, Sussex, Farmer. Dec 23 at 3 at Dolphin Hotel, Chichester Haines, Hart st, Bloomsbury
Hall, Michael, Rectory rd, Hackney. Dec 23 at 2 at offices of Naunton, Cheapside
Harris, Harry, Gauntlett's Arms Inn, Kilmersdon, Somerset, Licensed Victualler. Dec 23 at 3 at Angel Hotel, King st, Frome. Clark
Harland, Henry, Marske-by-the-Sea, York, Innkeeper. Dec 17 at 11 at Black Swan Hotel, Coyne st, York. Vachell, Middlesborough
Heinert, Bruno, Villiers st, Strand, Yobacconist. Dec 29 at 3 at offices of Peace and Waller, Georges' hall ct, Poultry
Hervey, Jonathan Baines, Ladywell, Kent, out of business. Dec 19 at 12 at offices of Hughes, Eastcheap
Hetherington, Jame, Newcastle-upon-Tyne, Furnishing Ironmonger. Dec 21 at 3 at Incorporated Law Society, Royal arcade, Newcastle-upon-Tyne. Mather and Co, Newcastle-upon-Tyne
Hinton, Tom, Oare, Wilts, Farmer. Dec 22 at 1 at Bear Hotel, Devizes. Chapman and Ponting, Warminster
Hodgson, James, Liverpool, Licensed Victualler. Dec 28 at 3 at offices of Sheen, North John st, Liverpool. Davies, Liverpool
Horncastle, Walter Radcliffe, Cheapside, Advertising Agent. Dec 30 at 11 at Inns of Court Hotel, Holborn. Wright and Law, High Holborn
Howe, John, Stanway, Essex, Innkeeper. Dec 22 at 4 at offices of Jones and Son, Townhall chmbrs, Colchester
Hubbard, George Arthur, Beer Retailer. Dec 21 at 11 at offices of Cobbold and Co, Tower st, Ipswich
Hughes, Charles Edward, Ilfracombe, Devon, Cabinet Maker. Dec 24 at 12 at offices of Church and Co, Bedford row. Thorne, Barnstaple
Hooper, James Humphrey Singleton, Gloucester gardens, Hyde Park, Promoter of Public Companies. Dec 20 at 12 at offices of Norman, Great Marlborough street, Regent st
Hunt, James John, Bermondsey, Surrey, Cheesemonger. Dec 21 at 3 at offices of Cook and Smith, Adelaide bldgs, London bdge. Tanner, Circus pl, Finsbury circus
Hutchinson, John William, Goole, Traveller. Dec 21 at 11 at offices of Hind and Everatt, Goole
Jay, Alfred Henry, Bath pl, High st, Kensington, Wholesale Perfumer. Dec 23 at 2 at Inns of Court Hotel, Lincoln's inn fields. Beyfus and Beyfus, Lincoln's inn fields
Jones, William, High Legh, Farmer. Dec 27 at 3 at Mitre Hotel, Cathedral gates, Manchester. Ridgway and Worsley, Warrington
Jukes, Samuel, Golden sq, Petworth, Sussex, out of business. Dec 20 at 2 at offices of Broad and Co, Queen st, Cheapside. Carter and Bell
Kay, James, Hove, Sussex, Gentleman. Dec 21 at 3 at offices of Nye, North st, Brighton
Keen, Joseph, Wicklow st, King's Cross rd, Cab Proprietor. Dec 22 at 12 at offices of Dunn, Guildhall chmbrs, Basinghall st
Kemp, Arthur Henry, Sheffield, Hosier. Dec 21 at 11 at offices of Mellor, Queen st, Sheffield
King, Arthur Stovold, Fulham rd, Credit Draper. Dec 14 at 3 at offices of Fowler and Co, Borough High st, Southwark
Kitchen, Benjamin, Heywood, Lancaster, Joiner. Dec 28 at 3 at offices of Todd, York st, Heywood
Lawson, Thomas Harrison, Lamb st, Spital sq, Earthenware Dealer. Dec 17 at 10.15 at 49, Bromley st, Commercial rd East. Archer, Gallatley rd, Peckham
Lee, John, Farndon, Chester, Innkeeper. Dec 22 at 12 at offices of Duncan and Pritchard. Bridge st, Chester
Lowe, James, Kingston-upon-Hull, Grocer. Dec 21 at 11 at offices of Gresham and Taylor, Temple bldgs, Kingston-upon-Hull
Mallett, William, Stonehouse, Devon, Innkeeper. Dec 23 at 1 at offices of Stalery, Princess sq, Plymouth
Moss, Joseph Mansell, and James Hindley, Beswick, Manchester, Engineers. Dec 28 at 3 at offices of Grundy and Co, Booth st, Manchester. Knowles and Thompson, Newchurch
Matthews, William, Middle Barton, Publican. Dec 29 at 12 at offices of Galpin, New Inn Hall st, Oxford
Meyer, Joseph, Broadwall, Blackfriars, Watchmaker. Dec 16 at 11 at offices of Clarke and Co, Tooley st, London bdg. Feuillade
Midgley, James, Cheapside, Commercial Traveller. Dec 21 at 12 at office of Riley, City rd. Tattershall, Three Tuns passage, Ivy lane
Oakley, William, Tasburgh, Norfolk, no occupation. Dec 23 at 1 at offices of Atkinson, Post Office st, Norwich
Owen, Elisabeth, and Griffith Owen, Llanrwst, Denbigh, Drapers. Dec 31 at 12 at office of Jones, Conway
Parry, Henry, Llanrug, Carnarvon, Flour Merchant. Dec 21 at 3 at Royal Sportsman Hotel, Carnarvon. Hayward, Carnarvon
Pearson, Peter Elijah, Rochester, Confectioner. Dec 24 at 3 at King's Head Hotel, High st, Rochester. Shakespear, Newgate st
Phillips, William, Stockwell green, Stockwell, Carman. Dec 23 at 4 at Gresham Tavern, Fyfield rd, Brixton. Kilvington, Walbrook
Price, William, Hanley, Stafford, Fruiterer. Dec 19 at 10 at offices of Ashmall, Albion st, Hanley
Prior, Frederick James, Queen's ter, West Kensington, Grocer. Dec 20 at 2 at Baron's Court Hotel, West Kensington. Cooke and Parkinson, Chancery lane
Pruen, Frederick Langford, Cheltenham, Solicitor. Dec 20 at 3 at Star Hotel, Regent st, Cheltenham. Stroud and Ryland, Cheltenham
Pughe, Hugh Richard, Aberystwith, Draper. Dec 20 at 10.30 at George Hotel, Shrewsbury, Hughes and Son, Aberystwith
Purves, James, Berwick-upon-Tweed, Boot Manufacturer. Dec 28 at 12 at offices of Gray, Sandgate, Berwick-upon-Tweed
Ready, Thomas William, Great Grimsby, Lincoln, Fishing Vessel Owner. Dec 23 at 11 at the Yarborough Hotel, Great Grimsby. Stephenson and Mountain, Great Grimsby
Reynolds, Joseph Chitty, Vere st, Lincoln's-inn-fields, Playing Card Manufacturer. Dec 19 at 12 at offices of Matthews, Lincoln's-inn-fields
Rhodes, George, Knottingley, York, Farmer. Dec 23 at 2.15 at the Railway Hotel, Knottingley. Wood
Robinson, Stanley, Poultry, Auctioneer. Dec 23 at 3 at offices of Baron, Mitre ct, Temple
Robinson, Samuel, Fulney, Spalding, Lincoln, Farmer. Dec 23 at 12 at the White Hart Hotel, Spalding. Gaches, Peterborough
Sambrook, Samuel, Hanley, Stafford, Joiner. Dec 16 at 10 at offices of Ashmall, Albion st, Hanley
Saunders, Philip, High st, Shoreditch, Tailor. Dec 23 at 3 at offices of Shearer, Basinghall st. Prockter and Andrews, Princes st, Spitalfields
Searle, James, Worthing, Publican. Dec 23 at 3 at the Steyne Hotel, Worthing, Verrall
Senior, William, Halifax, Earthenware Dealer. Dec 16 at 3 at offices of Storey, King Cross st, Halifax
Sinclair, Margaret, Wooler, Northumberland, Saddler. Dec 21 at 2 at offices of Robson, Townhall, Gateshead-on-Tyne
Smith, George, Great Barford, Bedford, Publican. Dec 22 at 11 at offices of Conquest and Clare, Bedford
Smith, Herbert Edward, Nottingham, Hosiery Manufacturers. Dec 21 at 4.30 at the George Hotel, George st, Nottingham. Wells and Hind, Nottingham
Smith, John Frederick, Milverton, Warwick, Corn Dealer. Dec 23 at 11 at offices of Sanderson, Church st, Warwick
Spriggs, Jonathan, Grantham, Lincoln, Builder. Jan 2 at 12 at offices of Thompson and Sons
Taylor, George, Manchester, Provision Dealer. Jan 5 at 3 at offices of Stevenson and Elliott, Brazennose st, Manchester
Taylor, John, Armley, Leeds, out of business. Dec 21 at 3 at offices of Wells, Cuckridge st
Thistlethwaite, Ellen, Sportsman Inn, Toppings Turton, Lancaster, Innkeeper. Dec 21 at 11 at offices of Mawdsley and Hughes, Wood st, Bolton
Thomas, Lewis, Saltburn-by-the-Sea, York, Draper. Dec 21 at 3 at offices of Lewis, Zetland rd, Middlesborough
Todd, William Grange, Holborn Viaduct, Builder. Dec 20 at 2 at the Inns of Court Hotel, Holborn. Furber, Gra's-inn-sq
Tong, Edward, Ossett, nr Wakefield, Shopkeeper. Dec 23 at 3 at Scarborough Hotel, Market pl, Dewsbury. Stringer
Tyler, Alfred, Savage gdn, Tower hill, Wine Merchant. Dec 28 at 3 at offices of Bridger Botolph lane, Eastcheap
Waddingham, Thorlby, Hornsey rd, Carman. Jan 2 at 3 at Law Institution, Chancery lane. Child and Son, South sq, Gray's inn
Wallace, Joseph, Ryton, Durham, Butcher. Dec 30 at 2 at offices of Pybus, Post Office chmbrs, St Nicholas sq, Newcastle-upon-Tyne
Whitehouse, John, Warwick, Solihull, Farmer. Dec 23 at 12 at offices of Price and Co, Paradise st, Birmingham
Williams, George, Birmingham, Confectioner. Dec 21 at 3 at offices of Buller and Bickley, Bennett's hill, Birmingham
Williams, Richard, Llanfihangel-tre'r-beirdd, Anglesea, Farmer. Dec 21 at 3 at Bull Hotel, Llangefni. Owen, Bangor.
Wood, Zorobabel, Goswell rd, Butcher. Dec 29 at 3 at 86, Aldersgate st. Houldars, Barbican

TUESDAY, Dec. 13, 1881.

Alker, John, Rainsborough, Prestwich, Lancaster, Agent. Jan 4 at 3.30 at offices of Weston and Co, Norfolk st, Manchester
Archer, William Appleby, Gateshead, Durham, Grocer. Dec 21 at 11 at office of Bush and Wilson, St Nicholas bldgs, Newcastle upon Tyne
Ashbrook, Joseph, Over Tabley, nr Knutsford, Chester, Farmer. Dec 27 at 3 at Mitre Hotel, Cathedral gates, Manchester. Gooden, Manchester
Atkinson, William Henry, and Thomas Atkinson, Halifax, Churn Makers. Jan 3 at 2 at offices of Jubb and Booth, Harrison rd, Halifax
Avery, Susannah, Hastings, Sussex, Lodging-house Keeper. Dec 22 at 12 at offices of Challinder, Trinity st, Hastings
Bamberger, John, Battersea pk rd, Baker. Dec 23 at 3 at Masons' hall Tavern, Masons Avenue, Basinghall st. Ives, Walbrook
Barlow, Thomas, sen, Birmingham, Wholesale Fruiterer. Dec 20 at 2 at offices of Burman, Temple row, Birmingham
Baron, Ralph, Kingston upon Hull, Butcher. Dec 22 at 3 at offices of Chambers, Scale lane, Kingston upon Hull
Beckley, William, Tipton, Stafford, out of business. Dec 23 at 11 at office of Travers, Church lane, Tipton
Bickley, Henry Thomas, Leicester, Shoe Pattern Cutter. Dec 29 at 12 at offices of Hunter and Curtis, Halford st Leicester
Bliss, William, jun, Northampton, Contractor. Dec 19 at 11 at Peacock Hotel, Market sq, Northampton. Jeffery, Northampton
Bowden, Frederick William, Waterloo, Lancaster, Butcher's Assistant. Dec 23 at 11 at offices of Grace and Smith, Harrington st, Liverpool
Bowen, John Samuel, Lewisham rd, Kent, Cheesemonger. Dec 24 at 11 at offices of Johnson, Queen st, Cheapside. Parke, Gray's inn
Bownes, Edward, Winsford, Chester, Grocer. Dec 26 at 11 at Patten Arms Hotel, Bank Quay, Warrington
Branfoot, John, Sunderland, Drysalter. Dec 23 at 2 at Queen's Hotel, Leeds. Stokoe, Sunderland
Brassington, Henry, Bell st, Edgware rd, Hatter. Dec 29 at 2 at Guildhall Coffee house, Gresham st. Davie
Brook, Josh, Brighouse, York, Stuff Manufacturer. Jan 4 at 11 at Victoria Hotel, Bradford. Ingram and Hustriss, Halifax
Bunny, Benjamin, Walton, Leicester, Wheelwright. Dec 27 at 3 at White Hart Hotel, Leicester. Johnson, Leicester
Cackett, Frederick, Hockley, Essex, Corn Merchant. Dec 30 at 3 at offices of Moore and Son, Crosby sq. Baker and Nairne, Crosby sq
Carstone, William, West End, Caldicott, Monmouth, Outfitter. Dec 23 at 2 at offices of Collins, Broad st, Bristol. Salmon, Bristol
Chandler, James, and William Chandler, South Molton lane, Brook st, Carpenters. Dec 20 at 12 at offices of Coe, Imperial bldgs, Ludgate circus
Cowell, David, Hare st, Woolwich, Grocer. Dec 30 at 2 at Cannon st Hotel, Cannon st, Carter and Bell, Eastcheap
Craddock, John Edgell, Tredoschill, Nunney, Somerset, Farmer. Dec 28 at 3 at offices of Ames, Cork st, Frome
Crank, Alfred Charles, Shrewsbury, Salop, Cabinet Maker. Dec 21 at 12 at 6, Talbot chmbrs, Shrewsbury. Chandler
Dutton, Joseph, Claverley, Bridgnorth, Salop, Licensed Victualler. Jan 2 at 3 at offices of Haslewood, Bank st, Bridgnorth
Earl, Henry Neal, Ledbury rd, Bayswater, Builder. Dec 28 at 3 at offices of Welman, Westbourne grove, Bayswater
Elliott, George, Aldershot, Hants, Baker. Dec 23 at 3 at County and Borough Halls, North st, Guildford
Emerson, Edward, Scarborough, York, Lodging house keeper. Dec 21 at 3 at Station Hotel, York. Watts, Scarborough
Fawcett, Thomas, Bomney st, Westminster, Licensed Victualler. Dec 30 at 2 at offices of Williams, Alfred pl, Bedford sq
Fellows, James Frederick, Eastleigh, Southampton, Saddler. Dec 28 at 10.30 at offices of Watts, Albion pl, Southampton
Galpin, John Evan, Cambridge, Fencing Master. Dec 24 at 10.30 at offices of Davies, Old Jewry chmbrs, Old Jewry
Gladstone, Joseph, Gateshead, Durham, General Dealer. Jan 6 at 1 at offices of Dix, Wellington chmbrs, Wellington st, Gateshead
Green, Joseph, Vauxhall, Aston juxte Birmingham, Warwick, Beer Retailer. Dec 29 at 11 at office of Hadley, Waterloo st, Birmingham
Grimshaw, Joseph, Pendleton, Manchester, Provision Dealer. Dec 29 at 3 at office of Kearsley and Co, Brazenose st, Manchester
Hargreaves, Edward, Ampthill, Bedford, Schoolmaster. Dec 23 at 12 at offices of Conquest and Co, Duke st, Bedford
Harper, Edward James, Birmingham, Cabinet Maker. Dec 30 at 12 at office of Beale, Newhall st, Birmingham
Harper, John, Lancaster, Grocer. Dec 29 at 2 at office of Johnson and Co, Sun st, Lancaster
Hawkin, George, Wakefield, York, Hay and Straw Dealer. Dec 23 at 3 at office of Lodge, Townhall chmbrs, King st
Higham, Stanley, Warrington, Lancaster, Gun Smith. Dec 29 at 3 at offices of Davies, Beway chmbrs, Beway st, Warrington
Hill, Charles, Birkenshaw, York, Grocer. Dec 27 at 10.30 at Black Bull Hotel, Mirfield. Ainley and Hall, Huddersfield
Hinton, John, Charlbury, Oxford, Grocer. Jan 6 at 12 at Crown Hotel, Chipping Norton. Wilkins, Chipping Norton
Holmes, David, Attercliffe, Sheffield, Grocer. Dec 28 at 12 at offices of Bagshawe and Hall, Norfolk st, Sheffield
Hoskin, Charles Henry, Devonport, Devon, Licensed Victualler. Dec 23 at 12 at offices of Rundle, Ker st, Devonport
Howard, Charles John, Aldgate High st, Wholesale Butcher. Dec 22 at 2 at offices of Lee, Old Jewry chmbrs
Hudson, Christopher, Gt Driffield, York, Farmer. Dec 29 at 3 at Kays Hotel, Gt Driffield. Foster and Co, Gt Driffield
Hughes, Robert, Penmaenan, Penmaenmawr, Carnarvon, Jet Maker. Jan 2 at 10.30 at offices of Owen, High st, Bangor

Hunt, John William, jun., Tunstall, Stafford, Beerhouse Keeper. Dec 29 at 11 at offices of Hollinshead and Moody, Tunstall
Hutchins, Edward, Longparish, Southampton, Publican. Dec 30 at 11 at White Hart Hotel, Andover. Clarke, Whitchurch
Jackson, James, Salford, Lancaster, Licensed Victualler. Dec 29 at 3 at offices of Boddington and Ball, Princess st, Manchester
Jenkinston, Thomas, senr, Guisborough, York, out of business. Dec 22 at 11 at offices of Teale, Albert rd, Middlesborough
Jennings, William, senr, Angola Mews, Bevington rd, Dairyman. Dec 23 at 4 at offices of Hopei Bell yard, Fleet st
Kelson, George Mortimer, Powis ter, Kensington, Gent. Jan 4 at 2 at offices of Huxham, Bedford row
Lansdale, George Bowers, Newton Abbot, Devon, Draper. Dec 29 at 11 at Cannon st Hotel, Cannon st. Creed, Newton Abbot
Lawford, Joshua Dixon, Westgate, Cleckheaton, York, Card Maker. Dec 30 at 11 at offices of Curry, Cleckheaton
Lever, Charles, Oakley Green, Berks, Farm Bailiff, Dec2 4 at 11 at Bull Inn, Peascod st, Windsor. Paul, Staple inn
Linzell, Harry James, Moorfields, Builder. Dec 29 at 3 at offices of Saffery and Co, Old Jewry chmbrs. Eastwood, Gt St Helens
McLaren, James, Beeralston, Devon, Retired Engineer. Dec 22 at 11 at offices of Hutchings, St Aubyn st, Devonport
Marpole, Evan, Barmouth, Merioneth, Music Seller. Dec 22 at 11 at offices of Griffith and Co, Gt Darkgate st, Aberystwith
Mayne, George William, Dartford, Kent, Grocer. Jan 2 at 3 at offices of Banks, Coleman st
Miles, William Robert. Birkenhead, Chester, Horse Dealer. Dec 28 at 3 at offices of Ponton, Dale st, Liverpool
Miller, John, Barking, Essex, Plasterer. Dec 31 at 3 at the Swan Hotel, Stratford. Preston, Stratford
Moore, George, Long Buckby, Northampton, Innkeeper. Dec 19 at 11 at offices of Jeffery, College st, Northampton
Morley, Arthur, Grantham, Lincoln, Fishmonger. Dec 27 at 4 at offices of Cockayne, Fletcher gate, Nottingham
Moses, John, Leeds, Tailor. Dec 23 at 3 at offices of Wells, Cookridge st, Leeds
Nevard, John, Inworth, Essex, Farmer. Dec 29 at 4 at Townhall chmbrs, Colchester. Jones, Colchester
Pallister, William, Longnewton, Durham, Farmer. Dec 21 at 11 at offices of Garbutt and Fawcett, Stockton-on-Tees
Parr, Thomas, Batley, York, Paper Merchant. Dec 23 at 3.30 at offices of Ridgway and Ridgway, Wellington st, Batley
Pavitt, John, Rommany rd, Lower Norwood, Grocer. Dec 21 at 3.30 at offices of Rumney, Walbrook
Peck, James Joseph, Syston, Leicester, Grocer. Dec 28 at 12 at offices of J and R Harvey, Millstone lane, Leicester
Perry, William, Melton Mowbray, Leicester, Cooper. Jan 2 at 3 30 at offices of Gee Norman st, Melton Mowbray
Pickering, Edward, Shelton, Stafford, Contractor. Dec 23 at 3 30 at North Staffordshire Hotel, Stoke-on-Trent. Llewellyn and Ackrill, Tunstall, Staffordshire
Poole, Edwin Mills, Whitehaven, Cumberland, Hotel Keeper. Dec 27 at 11 at offices of Brown, Scotch st, Whitehaven
Portman, William, Birmingham, Fruit Salesman. Dec 22 at 4 at offices of East, Temple st, Birmingham
Potter, Joseph, Reddish, Lancaster, Builder's Merchant. Dec 28 at 3 at Brunswick Hotel, Piccadilly, Manchester. Newton, Bank chmbrs, Stockport
Rattenbury, Richard, Bristol, Boot Dealer. Dec 30 at 2 at offices of Sibly, Exchange west, Bristol
Rawlinson, Thomas, Cambridge rd, Mile end, Grocer. Dec 20 at 3 at 262, High Holborn. Staniland, King st, Cheapside
Render, John, Knaresborough, York, Rug Manufacturer. Dec 22 at 11.30 at offices of Bateson and Hutchinson, Harrogate
Robertson, Alexander Carnaby. Bournemouth, Hants, Painter. Dec 23 at 1 at offices of Wade, Old Christchurch rd, Bournemouth
Robbins, Thomas, Accrington, Lancaster, Herbalist. Dec 23 at 3 at Peel's Arms Hotel, Whalley rd, Accrington. Whalley, Accrington
Rundle, Arthur, Horace st, Battersea pk rd, Builder. Dec 23 at 3.30 at Mason's Hall Tavern, Mason's avenue, Basinghall st. Ives, Walbrook
Seymour, Herbert. Teignmouth, Devon, Lieutenant. Dec 28 at 3 at offices of Whidborne and Co, Teignmouth, Devon
Simper, Joseph, Manningford, Marlborough, Wilts, Farmer. Dec 24 at 11 at the Castle Hotel, Devizes. Smith, Melksham
Spencer, Isaac, Bradford, Auctioneer. Dec 23 at 4 at 17, Darley street, Bradford. Wright
Springle, John, Brompton rd, Timber Merchant. Dec 29 at 12 at 145, Cheapside. Robinson, King st, Snow hill
Squire, Thomas, Forest hill, Kent, Commission Agent. Dec 28 at 12 at offices of Berry and Co, Chancery lane
Stephens, Edward, Horse st, Piccadilly, Licensed Victualler. Dec 28 at 2 at offices of Layton and Co, Budge row
Stevenson, Frederick, Horbling, Lincoln, Farmer. Dec 28 at 11 at the Plough Inn, Horbling. Draper, Billinborough
Stiebel, Leopold, Crooked lane, King William st, Colour Manufacturer. Dec 29 at 3 at the Guildhall Tavern, Gresham st. Ingle and Co, Threadneedle st
Taunt, William Henry, St Clement, Worcester, Builder. Dec 23 at 3 at offices of Stallard and Son, Pierpont st, Worcester
Taylor, James Farrows, Aldershot, Southampton, Tobacconist. Jan 3 at 11 at offices of Eve, Devereux chambers, Devereux ct, Temple
Taylor, John Bennett, Nottingham, Plumber. Dec 28 at 3 at offices of Stroud, Low pavement, Nottingham
Taylor, Joseph, Wakefield, York, Watchmaker. Dec. 23 at 11 at offices of Stewart and Sons, Bank bldgs, Westgate
Taylor, Thomas, Whitefield, within Pilkington, Lancaster, Cotton Waste Dealer. Dec 28 at 3 at offices of Ritson and Grundy, Princess st, Manchester
Thurlow, Frederick, Bury St Edmunds, Suffolk, Builder. Dec 30 at 12 at Guildhall, Bury St Edmunds. Gross
Turner, Ely Halliwell, Birstal, York, Grocer. Dec 22 at 2 at George the Fourth Inn, Birkenshaw. Rhodes, Bradford
Wallis, Benjamin, Birstal, York, Confectioner. Dec 29 at 3 at offices of Butler and Middlebrook, Geldard rd, Birstal
Wallis, William, Sheffield, Painter. Dec 23 at 3 at offices of Burdekin and Co, Norfolk st, Sheffield
Walters, Ambrose, Hereford, Mason. Dec 20 at 11 at offices of Garrold, Widemarsh st, Hereford
Ward, Robert, Ipswich, Suffolk, Florist. Dec 28 at 11 at offices of Gooding, Tower st, Ipswich
Warne, William, Shanklin, Newport, Isle of Wight, Boot and Shoe Maker. Jan 5 at 12 at offices of Addison, Guildhall chmbrs, Pembroke rd, Portsmouth
Waters, John, Truro, Cornwall, Builder. Dec 22 at 11 at offices of Paul and Adams, Quay st, Truro
Watkins, Charles Richard, Piccadilly, Hosier's Assistant. Dec 23 at 12 at offices of Nazer, Chancery lane
Williams, Thomas, Swansea, Glamorgan, Butcher. Dec 22 at 3 at offices of Evans and Davies, Wind st, Swansea
Woodcock, Joseph, Tiverton, Tarproley, Chester, Bricklayer. Dec 26 at 3 at Royal Hotel, Nantwich rd, Crewe. Roberts, Crewe
Woodhouse, William, Cradley Heath, Stafford, Chain Manufacturer. Dec 27 at 3 at Heath Tavern, High st, Brierley hill. Wright, Cradley Heath
Worth, Moses, Stockton-on-Tees, Painter. Dec 23 at 1.30 at White Swan Hotel, Pavement, York. Thomas, Stockton-on-Tees
Wynne, Roger, Liverpool, Grocer. Dec 29 at 3 at offices of Christian and Greenaway, Harrington st, Liverpool

## CONTENTS.


CURRENT TOPICS ..... 103
TOWN AGENT AND COUNTRY CLIENT .. 104
THE PROCEDURE COMMITTEE'S REPORT 105
BANKRUPTCY LAW REFORM ..... 106
REVIEWS ..... 107
CORRESPONDENCE ..... 108
CASES OF THE WEEK—
Halsey v. Brotherhood ..... 108
Sotheran v. Dening ..... 108
Couldery v. Bartrum ..... 109
Joicey v. Dickinson ..... 109
Shardlow v. Cotterell ..... 109
Mitchell v. Walker ..... 109
Hickman v. Hickman ..... 109
Re Reeks, Reeks v. Pacy ..... 110
Foster v. Elsley ..... 110
Re Tibbitts ..... 110
Cooper v. Crabtree ..... 110
In re Cresswell ..... 110
Skinner v. Todd ..... 110
Mordaunt v. Benwell ..... 111
Watson v. Gass ..... 111
CASES BEFORE THE BANKRUPTCY REGISTRARS ..... 111
SOLICITORS' CASES ..... 111
LAW STUDENTS' JOURNAL ..... 112
LEGAL APPOINTMENTS ..... 113
COMPANIES ..... 114
OBITUARY ..... 114
CREDITORS' CLAIMS ..... 115
COURT PAPERS ..... 115
LONDON GAZETTES, &c., &c. ..... 116


NOTICES TO CORRESPONDENTS.—*All communications intended for publication in the* SOLICITORS' JOURNAL *must be authenticated by the name and address of the writer.*

*The Editor does not hold himself responsible for the return of rejected communications.*

*** *The Publisher requests that early application should be made by persons desirous of obtaining back numbers of the* SOLICITORS' JOURNAL, *as only a small number of copies remain on hand.*


**SCHWEITZER'S COCOATINA,**

Anti-Dyspeptic Cocoa or Chocolate Powder.

Guaranteed Pure Soluble Cocoa of the Finest Quality with the excess of fat extracted.

The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breakfast, Luncheon, or Supper, and invaluable for Invalids and Children."

Highly commended by the entire Medical Press.

Being without sugar, spice, or other admixture, it suits all palates, keeps better in all climates, and is four times the strength of cocoas THICKENED yet WEAKENED with starch, &c., and IN REALITY CHEAPER than such Mixtures.

Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny.

COCOATINA A LA VANILLE is the most delicate, digestible, cheapest Manilla Chocolate, and may be taken when richer chocolate is prohibited.

In tin packets at 1s. 6d., 3s., 5s. 6d., &c., by Chemists and Grocers.

Charities on Special Terms by the Sole Proprietors,
H. SCHWEITZER & CO, 10, Adam-street, London, W.C.

**EDE AND SON,**

**ROBE MAKERS,**

BY SPECIAL APPOINTMENT,
To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

**SOLICITORS' AND REGISTRARS' GOWNS.**
BARRISTERS' AND QUEEN'S COUNSEL'S DITTO.
**CORPORATION ROBES, UNIVERSITY & CLERGY GOWNS,**
ESTABLISHED 1689.
**94¹ CHANCERY LANE, LONDON.**

Just published, price 25s.

**STONE'S JUSTICES' MANUAL,** with Index of Cases, Appendix of Forms, and Table of Punishments. By the late SAMUEL STONE, Esq., late Town Clerk and Clerk to the Justices of the Borough of Leicester. Twenty-first Edition. By G. B. KENNETT, Esq., Solicitor and Clerk to the Justices of the City of Norwich.
London: SHAW & SONS, Fetter-lane and Crane-court, E.C.

Just published, price 20s.

**PRATT'S LAW of HIGHWAYS,** comprising the Highway Acts, 1835, 1862, 1864, the South Wales Highway Acts, and other Statutes, including an Introduction, explanatory of the law upon the subject; with Notes, Cases, and Index; also the Tramway Act, 1870. Twelfth Edition. By S. PRENTICE, Esq., Q.C.
London: SHAW & SONS, Fetter-lane and Crane-court, E.C.

Price 10s. 6d.

**THE YEAR'S DECISIONS:**
**A DIGEST**
OF ALL THE
CASES DECIDED IN THE SUPREME COURT OF JUDICATURE,
AND ALSO IN THE
BANKRUPTCY AND ECCLESIASTICAL COURTS,
WITH
APPEALS TO THE HOUSE OF LORDS AND PRIVY COUNCIL;
ALSO OF
CASES DECIDED IN THE SUPERIOR COURTS IN IRELAND;
FROM 2ND OF NOVEMBER, 1880, TO 8TH OF AUGUST, 1881.
By EDMUND FULLER GRIFFIN, Esq., B.A.,
Barrister-at-Law.
LONDON: 52, CAREY-STREET, W.C.

**HAMPTON & SONS** make NO CHARGE for inserting particulars in their FREE MONTHLY REGISTER of ESTATES, TOWN and COUNTRY HOUSES, Furnished or Unfurnished, or for Sale, to be had GRATIS at their Offices, or post-free for two stamps. Published on the 1st of the month, and particulars for insertion should be sent not later than five days previous to end of preceding month.

Valuations for Probate and Transfer. Surveys.

Estate and Auction Offices, 8, Pall Mall East, S.W.

LONDON GAZETTE (published by authority) and LONDON and COUNTRY ADVERTISEMENT OFFICE.—No. 117, CHANCERY LANE, FLEET STREET.

**HENRY GREEN,** Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of his long experience of upwards of thirty years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N.B. One copy of advertisement only required, and the strictest care and promptitude assured. Official stamped forms for advertisement and file of "London Gazette" kept. By appointment.

**THE CHURCH PREFERMENT** GAZETTE (issued Monthly), containing full particulars of Advowsons, Presentations, &c., for Sale, together with useful advice to purchasers, should be referred to by every purchaser. Edited by Mr. W. EMERY STARK (Associate Institute of Actuaries, F.R.G.S., &c.).—Address (enclosing six stamps), Messrs. W. EMERY STARK, 3, Bedford-street, Strand.